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The Solicitors' Journal and Weekly Reporter.

LONDON, JUNE 29, 1907.

. The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

All letters intended for publication must be authenticated by the name of the writer.

Notice.

A Digest of all the Cases reported in the "Solicitors' Journal and Weekly Reporter" during the legal year 1906-1907, containing references to the Law Reports, will be issued weekly, as a Supplement, during the months of August and September.

Contents.

CURRENT TOPICS.....	581	NEW ORDERS, &c.....	587
THE RECOMMENDATIONS OF THE SOLICITORS' PRACTICE COMMITTEE.....	585	LAW STUDENTS' JOURNAL.....	593
THE POSITION OF EQUITABLE MORTGAGERS.....	595	LEGAL NEWS.....	593
REVIEWS.....	587	COURT PAPERS.....	595
CORRESPONDENCE.....	587	WINDING-UP NOTICES.....	595
		CREDITORS' NOTICES.....	595
		BANKRUPTCY NOTICES.....	597

Cases Reported this Week.

An Arbitration between Carpenter and Others and the Mayor, &c., of Bristol, Re.....	589
An Election for the Borough of Worcester, Re. Ex parte Walter Caldico.....	593
Birmingham Small Arms Factory (Lim.) and a Trade-Mark No. 281,539, Re.....	591
Denaby and Cadeby Main Collieries (Lim.) v. Yorkshire Miners' Association and Others.....	589
E. & J. Crow, Re. Ex parte Collier & Co.....	593
Kydd v. The Watch Committee of the City of Liverpool.....	590
Powell v. Browne and Another.....	591
Rex v. Marsham. Ex parte Chamberlain.....	592
Senior v. Fountains & Burnley (Lim.).....	590
Ystradgynodwg and Pontypridd Main Sewerage Board v. Bensted (Surveyor of Taxes).....	588

Current Topics.

Court Fees under the Workmen's Compensation Act, 1906.

WE PRINT elsewhere a Treasury Order regulating the court fees payable in proceedings in the county court under the Workmen's Compensation Act, 1906, which comes into force on the 1st of July. It is provided by paragraph 13 of Schedule II. to the Act that no court fee shall be payable by any party in respect of any proceedings under the Act in the county court, by or against a workman, prior to the award, except such fee as may be prescribed for a reference to a medical referee under paragraph 15 of Schedule I. The new Treasury Order commences by re-enunciating this rule, the fees in respect of a reference to a medical referee being prescribed under the registrar's fees. On applications for the settlement of any matter by arbitration under the Act, where the proceeding is not by or against a workman, the plaintiff and hearing fees will be payable as in an ordinary action, the proceedings being calculated as upon a claim for £20. In proceedings for the enforcement of an award the existing practice is affirmed, and the court fees will be the same as on the enforcement of a judgment for the like amount in an action, less any prescribed registrar's fees. On interpleader proceedings arising out of an execution issued for the enforcement of an award the fees will be the same as on corresponding proceedings in an action. The new order prescribes also the fees to be taken by registrars and bailiffs in proceedings under the Act, and, as regards registrars, the matter is regulated more fully than under the existing rules. The most considerable change as to amount seems to be in the fee allowed for an investment by the registrar. Hitherto the fee allowed has been 2s. 6d. Under the new order it is 5s. for every £10 or part of £10 invested, with a maximum of 50s. This includes the payment out or application of a sum allotted to any person by weekly or other periodical payments. It will be charged once only, and will be deducted from the sum ordered to be invested or allotted.

The Anti-Gaming Acts of Australia.

THE STREET Betting Act of last year was regarded by many persons affected by it as harassing legislation, but if we compare it with the laws which were passed in Australia during the same year, it must be held to be a cautious and moderate enactment. Horse-racing and betting had increased in Australia to an enormous extent. Not a day was allowed to pass without a race meeting within a radius of twenty miles of Melbourne and Sydney. In the cities themselves gambling was generally prevalent, assisted by bogus clubs. Vigorous measures were demanded, and the first step was taken by the Legislature of New South Wales. By an Act passed last year a fine of £100 was imposed on owners and occupiers who knowingly permitted their premises to be used for the purposes of gambling, and any officer of police who satisfies a judge of the superior court that there are reasonable grounds for believing any premises to be gaming houses may obtain a declaration from the court; and after this declaration has been served on the owner or occupier, or posted on the door of the building,

any person found there may be arrested without warrant, and is liable to be imprisoned for six months, the *onus* of proving that he was there for a lawful purpose being upon the defendant. The number of race meetings within twenty miles of Sydney was curtailed; and newspapers were prohibited from publishing the odds on any future event, though they were allowed to give the starting prices on events reported. In Victoria the law is even more stringent. The police are empowered to arrest without warrant any person found gaming or wagering in any street or open place, and all newspapers are absolutely prohibited from publishing the odds, or any advertisement relating to betting; and the purchase, and not merely the sale, of lottery tickets is made illegal. These Acts are said to have been effective in putting a stop to bogus clubs, but serious doubts are felt as to whether they will in any way diminish the private gambling which continues to exist.

Measurement of Distance.

How DISTANCE is to be measured in a covenant not to carry on business within a given distance of a house and premises has been the subject of numerous decisions, and the question has quite recently been raised in the Chancery Division under what is known as a "barring clause," by which the defendants bound themselves not to appear at any hall within a mile and a-half of the London Music Hall. In one of the earlier cases (*Leigh v. Hind*, 9 B. & C. 774), in which it was alleged that the defendant committed a breach of a covenant not to carry on a public-house within half-a-mile of "The Black Lion" in Bishopsgate-street, the arbitrator took three different measurements, one following the course of a person going out of the doorway of the "The Black Lion," continuing for the most part along the foot pavement, but occasionally deviating from it into the carriage-way, and entering the doorway of the defendant's public-house which was alleged to be within the limit; another being the course of a person going out of the doorway of "The Black Lion" at right angles to it to a spot in the carriage way, and proceeding along the carriage way in the nearest direction a carriage could take to a spot opposite one of the doorposts of the defendant's tavern, and passing from thence to the doorway of the defendant's tavern, and a third measured from the centre of the doorway of "The Black Lion" to the centre of the doorway of the defendant's tavern along the foot pavement and crossings for foot passengers. The majority of the court held that the half mile must be measured by the nearest mode of access, and observed that a distance which at one time might be greater than half-a-mile might, by reason of a new mode of access, be rendered less, and a person might thereby become guilty of a breach of covenant without any default on his part. PARKE, B., however, went further and thought that the proper mode of measuring the distance was by taking a straight line from house to house, or as he expressed it, "as the crow flies." In a later case, *Mouset v. Cole* (L. R. 8 Ex. 32), the Exchequer Chamber agreed with PARKE, B., and added that the straight line must be measured on a map. This decision was founded on the presumed intention of the parties to lay down a fixed rule which would admit of no dispute. It might be thought that *Mouset v. Cole* had settled the law. But the defendants in the *London Music Hall* case proposed to shew that, by the usage of the music-hall profession, the distance in a "barring clause" was calculated according to a paper called Phillips' Table of Distances. There was contradictory evidence as to this usage, and the learned judge held that it was not proved, and gave judgment for the plaintiffs. The law is not likely to be further questioned. But although it may well be, as was said by BLACKBURN, J., in *Mouset v. Cole*, a very simple matter to take the ordnance map and with a pair of compasses measure the distance between any two points, and then by the scale ascertain what the distance is, we are not surprised that some music-hall performers should prefer to decide the question by a table of distances.

Procedure in Action Against Unincorporated Society.

THE LAW and legal procedure of Scotland are not governed by English authorities, but it is interesting to observe that the Scottish courts have adopted a rule of practice similar to that established in the Chancery Division by the *Taff Vale Railway*

v. Amalgamated Society of Railway Servants (1901, A. C. 426). In *Bridge v. Portland-street Synagogue* the plaintiff brought an action in the Court of Session against an unincorporated society, the congregation of a Jewish synagogue, suing it by the name of "the congregation of the South Portland-street Synagogue, Glasgow," and adding the names of persons described as the president, vice-president, honorary secretary, and treasurer; the committee of management, and office bearers of the congregation "as such committee and office bearers, and as representing the said congregation." The defendants pleaded that the action was incompetent as against the congregation, on the ground that an unincorporated society cannot be cited as such, but that all its members must be made parties to the action; that where in the decided cases such a citation was sustained, the decision proceeded upon one of two grounds—either that the conclusions of the summons did not give rise to any difficulty as to the mode of enforcing them, or where the claim, being one of damages, the difficulty of citing the individual members was so great as to make it practically impossible to do so and to amount to a denial of justice if every individual member required to be called. Lord SALVESSEN held that the action was properly brought, and that it must be taken to be settled that in every case where an unincorporated society is sued it is sufficient for the plaintiff to call the society by its name and its office bearers and managers as representing it. Lord SALVESSEN referred to the *Taff Vale Co.'s* case, and said that it was interesting to note that the old common law rule in England was the same as in Scotland, and that, having been found to be too rigid for practical purposes when applied to unincorporated societies, it had been adapted in suits in equity to meet the difficulties presented by a multitude of persons interested in the subject-matter of litigation. There seems to be some uncertainty as to how a decree against a congregation and its office bearers in their representative capacity can be enforced, but it is clear that if the office bearers of the congregation hold property of the congregation as trustees for it, such property may be made available to meet the plaintiff's claims.

Private Street Works.

UNDER SECTION 8 of the Private Street Works Act, 1892, frontagers who are liable to be charged with any part of the expenses of executing private street works have the opportunity of objecting to the works before the justices, and one of the grounds upon which they may object is that the proposed works are unreasonable or that the estimated expenses are excessive. But this power of objecting would lose much of its value did it not carry the right of appealing from the justices to quarter sessions, and it has been held in *Pearce v. Maidenhead Corporation* (1907, 2 K. B. 96) that such right of appeal exists. The Act of 1892 is an adoptive Act, but when adopted in any district it becomes one of the Public Health Acts for that district, and by virtue of section 1 is to be construed as one with the Public Health Acts. The provision, therefore, for the determination of objections to private street works by justices is subject to section 269 of the Public Health Act, 1875, which gives a general right of appeal to quarter sessions against any order of a court of summary jurisdiction. This result appears to be inevitable, and the Divisional Court decided accordingly in the present case. The Act of 1892, as Lord ALVERSTONE, C.J., pointed out in *Hayles v. Sandown District Council* (1903, 1 K. B. 169), gives frontagers, whom it is sought to make liable to contribute to expenses, very valuable rights which they did not before possess. They are enabled to object to the works before they are undertaken, and also after the works have been completed they can, on certain special grounds, object to the final apportionment of expenses, and in either case they can carry the objection from the justices to quarter sessions. This confers greater facilities for getting objections heard than the right of appeal to the Local Government Board given by section 268 of the Public Health Act, 1875, though, as was intimated by Lord ALVERSTONE, C.J., in the present case, that section appears to afford an alternative remedy.

Actions *in rem*.

A POINT of considerable interest with reference to the nature of actions *in rem* was decided by the Court of Appeal in *The Burns* (1907, P. 137). The Public Authorities Protection Act, 1893, imposes a limitation of six months on actions "against any person" for acts done in pursuance of a statutory or public duty, or in respect of any neglect or default in the execution of such duty. In *The Burns* the question arose whether an action *in rem* was subject to this limitation. In January, 1906, a collision occurred in the River Thames between the steamships *Burns* and *Gervase*. The *Burns* was the property of the London County Council, and was being used at the time of the collision in the performance of a statutory duty. In October, 1906, the owners of cargo on board *The Gervase* commenced an action *in rem* to recover damages for the collision. The London County Council moved, before DEANE, J., to set aside the writ on the ground that the suit was barred by the lapse of six months from the neglect or default complained of, but the learned judge dismissed the motion, and his decision has been affirmed by the Court of Appeal. The primary object of an action *in rem* is to make the *res* liable for the claim, though it affects persons in so far as they are interested in the condemnation of the *res*. The owners consequently are entitled to appear and to defend the action, and this is recognised by the form of the writ, which is addressed to them. If they do appear, then the judgment of JEUNE, J., in *The Dictator* (1892, P. 304) shows that the action becomes in effect a personal action, and the liability of the owners of the ship is not limited to the value of the *res*. This, however, is the result, not of the issue of the writ, but of proceedings subsequent to such issue, and, so far as the writ is concerned, it was considered in the present case, both by DEANE, J., and the Court of Appeal, that the action was not an action against any person within the meaning of the Public Authorities Protection Act, 1893. Consequently, the claim was not subject to the six months' limitation, and there was no bar to the issue of the writ.

The Meaning of "Dependant" in the Workmen's Compensation Act.

A QUESTION which has given the courts much trouble in the construction of the Workmen's Compensation Acts is the real meaning of "dependant." The Act of 1897 defines "dependants" as certain members of a deceased workman's family "wholly or in part dependent upon the earnings of the workman at the time of his death." The Act of 1906 uses the same words, but has, in addition, the words "or would but for the incapacity due to the accident have been so dependent." These additional words appear merely to have the effect of bringing in members of the workman's family who were dependent upon him before the accident, but because of a long interval of incapacity between the accident and the death, have been driven to other means of support during that interval. This amendment does not touch the real difficulties that have been felt, and of which we have a good example in the case of *Senior v. Fountains & Burnley (Limited)*, decided by the Court of Appeal (reported elsewhere). The facts may be stated thus: A workman has wage-earning children living at home who contribute their wages to a common fund, out of which all are supported, the father keeping any balance. It is clear that the family can often live up to a much higher standard of comfort in this way. If, then, the father, the chief wage-earner, be killed in an accident, the question is, Can his widow and infant children be said to be "wholly" dependent on his earnings? If they are "wholly" dependent, they are entitled to the maximum compensation. If they are only partially dependent, they are entitled to such sum as is "reasonable and proportionate to the injury" caused by the loss. This sum clearly must be an amount less than the maximum compensation. It is, therefore, of great importance to know what exactly is the meaning of the words "wholly" and "partially." The cases seem all to point to the principle that where the deceased was either in fact the whole support of the applicant; or where the applicant, being by law a person whom the deceased was bound to support, had no other source of

income of a vested character independent of the deceased, the applicant must be regarded as wholly dependent. Thus a widow, who for some years before her husband's death had been deserted by him, and during that time had not received a penny from him, but was entirely supported by charity, was held to be wholly dependent upon the deceased. Now, in the recent case, it is clear that any one of the wage-earning children could have at any time left home and put an end to the arrangement by which he contributed to the family support. Therefore, the mother had no right whatever to share in the children's earnings, and whatever benefit she acquired was in the nature of a voluntary gift. The court held that she was wholly dependent upon the deceased and entitled to the maximum compensation. *Main Colliery Co. v. Davies* (1900, A. C. 358) was a case in which a similar family arrangement was in operation. In that case, however, it was one of the wage-earning sons who was killed, and the House of Lords decided that there was evidence that the parents were partially dependent upon the son's earnings, and entitled to some compensation; and also that dependency is entirely a question of fact, quite independent of the standard of living of the class of persons concerned. These two cases lead to the somewhat illogical result that a woman may be at the same time wholly dependent upon one person and partially dependent on another. It seems that she is partially dependent on the son, because in fact he contributes to her support, and in fact she loses by his death; she is wholly dependent on her husband, because, apart from his earnings, there are no other means of support to which she has any actual right. If, however, as the Court of Appeal held, she had any permanent independent source of income, such as money coming to her from separate estate or from a business which she carried on apart from her husband, then she would in fact be only partially dependent on her husband, and only entitled to compensation less than the maximum.

The Annual Report of the Comptroller-General.

THE ANNUAL Report of the Comptroller-General of Patents, etc., is always interesting, but that for the year 1906, which has recently been issued, is unusually so, and mainly on account of its dealing with two matters. One is this, that it gives material which enables the reader to estimate the practical effect of the operation of the first section of the Patents Act, 1902, which came into operation in January, 1905. Taking it shortly, this section provides on an application for a patent, for an examination (in addition to that previously required) for the purpose of ascertaining whether the invention claimed was claimed or described in a previous specification, and, if such is the case, for an applicant to amend his specification, either voluntarily or under compulsion by the Comptroller, and in certain cases for the insertion into the applicant's specification of a reference to prior specifications. It appears that, in 1905, 16,746 complete specifications were filed, and the investigation required by the Act of 1902 shewed that of the 15,369 cases finally accepted about 8 per cent. were reported by the examiners as having been anticipated wholly, about 53 per cent. were reported as having been anticipated in part, and in only about 37 per cent. were no anticipations reported by the examiners. The total number of cases in which anticipation had been reported was 9,546; of these, in 8,785 the specifications were amended mainly voluntarily, but in many cases as the result of a decision of the Comptroller. "In all these cases," says the Report, "the effect of the amendment was to cause the specifications to define more clearly and closely the nature of the invention and the scope of the patent to be granted, having regard to the condition of the art as disclosed by the prior specification or specifications found by the examiner during the investigation." This gives some idea of the amount of the work entailed on the Patent Office by the new system, and of the practical results of the working of that system. It is noticeable that, as the Report states, the adoption of the new system has been followed by an immediate and substantial increase in the number of complete specifications filed at the Patent Office, thus shewing that it does not operate to deter inventors from applying for patents. The other point to which we allude is this: The Report states that in the nine months of 1906 in which the Trade-Marks Act of 1905 has been

in operation, 290 special applications to register trade-marks under section 9 (5) were received. What happened to these applications is thus stated in the Report: "Of this number, 183 were reported to the Board of Trade under the terms of the section. The Board issued orders authorizing the advertisement of twenty-two of these applications, and returned the papers in thirty-five cases to be dealt with in the ordinary way. Two cases have been refused by the Board, and eight applications were referred by the Board to the court. As regards the cases which were not referred to the Board, thirty-one applicants were informed that an ordinary application would be taken into consideration, twenty applications were withdrawn, and forty-one were treated as withdrawn, as the applicants failed to deposit their case as required by rule 38, and did not ask for an extension of time after having the result of the search communicated to them." With regard to applications to register standardization and other similar trade-marks under section 62 of the Act of 1905, the Report states that the Irish Industrial Development Association applied to register their trade-mark under this section in all the fifty classes. It was registered in forty-eight and withdrawn in the other two. There were thirteen other applications in 1906 under section 62, of which two were withdrawn, one was treated as abandoned under rule 44, but a subsequent fresh application was made. The other ten are still under the consideration of the Board of Trade.

Declarations as to State of Health.

ONE OF the principal exceptions to the rule that hearsay evidence is not admitted is that of statements of physical pain or suffering. In *Aveson v. Kinnaird* (6 East, 188) Lord ELLENBOROUGH observes that if inquiries of patients by medical men, with the answers to them, are evidence of the state of health of the patients at the time, the statement of a witness of the reason of his being found in bed at a late hour with the appearance of being ill, ought also to be evidence. Similar statements recently formed the subject of dispute in the case of *Gregory v. The Commonwealth*, tried in the appellate division of the Supreme Court of Alabama. The proceeding was upon a charge of homicide, and an alleged statement of the deceased person that "he had no feeling in the feet or legs, and had burning in the stomach," was proved by a medical witness. The admission of this evidence was challenged. The court held that if the words quoted had referred to the origin of the injury to the deceased, or the manner in which it had occurred, they must have been excluded; for otherwise the prosecution would be allowed to give a narrative of past events without proving them in the ordinary way. But that which was now tendered was a statement as to the character, locality, and symptoms of pain which explained the bodily condition of the injured man, and so assisted the medical expert in forming an opinion as to the nature and extent of the injury. In repeating what the patient had said, the physician was stating some of the facts which enabled him to form a correct diagnosis of the injury and to adopt a line of treatment. It must be remembered that his diagnosis and treatment may possibly be questioned, and it is only reasonable that the clinical facts upon which his conclusions were founded should be brought before the court. The conclusion from this ruling, which is not inconsistent with anything which has been decided in the English courts, is that it would be prudent for medical practitioners, in attending what appears to be a case of attempted homicide, to note down any comments which may be made by the injured person. These notes should be useful in any future investigation of the case.

The Advertisements Regulation Bill.

THE LAW, in the absence of restrictive covenants, has hitherto shown scant respect for the amenities of property. A landowner has always been allowed to raise unsightly structures on his own land, and it makes no difference if his action has been prompted by a desire to cause annoyance to his neighbours. But the Advertisements Regulation Bill, which has now passed its third reading, is some evidence that the law will in future be administered in a different spirit. The object of this Bill is to enable local authorities to make

bye-laws for the regulation and control of hoardings and similar structures used for the purpose of advertising; and for regulating, restricting, or preventing the exhibition of advertisements in such places, and in such manner, or by such means, as to affect injuriously the amenities of a public park or pleasure promenade, or to disfigure the natural beauty of a landscape. This enactment will be welcomed by many of those who have been shocked by the apparition of gigantic posters on the slope of a mountain or by the shore of a harbour, or by the presence of advertising boards in the green fields on either side of a line of railway. It is even possible that such regulations may be adopted by foreign states, and that a time may come when we may look at the beauties of "The Devil's Bridge" at Andermatt without being compelled to read the tariff of a leading hotel, which is set out in red paint on the rocks.

Lawyers and Stockbrokers.

BUSINESS in the Stock Exchange has of late been in a depressed condition, and one of the daily financial papers discusses the matter in a gloomy spirit, observing that altogether there are something like 6,000 members of the Stock Exchange, and that it is open to grave question whether over a series of years there is sufficient business to provide a living wage for half that number. It would seem, on reference to the *Law List*, that there are many more than 6,000 members of the bar, and a still greater number of solicitors of the Supreme Court. We cannot but think if a time should ever come when one-half of this number of barristers are able to secure a "living wage" from the emoluments of their profession it will be considered to be a period of unexampled prosperity. It may be more difficult to ascertain the proportion of solicitors who are able to secure a reasonable livelihood from their profession, but we cannot think that they would be disposed to admit that their path is smoother than that of those who seek their fortunes in Copthall-court.

Conclusiveness of Architect's Certificate under Building Contract.

A DECISION of the Court of Appeals of the District of Columbia will be read with interest by the large number of persons who are called upon to advise as to the law relating to building and engineering contracts. The court decided that a contract to execute work in the best manner and with the best materials in accordance with plans and specifications does not make the acceptance by the architect final and conclusive, and that the contractor is not relieved by the certificate from his liability for failure to carry out the work according to the plans and specifications. The English law as to the conclusiveness of a final certificate appears to be purely a matter of construction, and to depend upon whether it can be gathered from the words of the contract that the architect had power to certify as to the particular matter dealt with by his certificate and to bind both parties by his determination.

Distress for Rent of Chambers in the Temple.

IS THE occupier of chambers in the Temple liable to a distress for rent? In a newspaper report of proceedings before one of the London police magistrates, one of the witnesses appears to have said that under the Regulations of the Temple the occupiers of chambers were safe from the approaches of the distressing broker, and the magistrate himself adds: "I know of no instance when the goods of a resident in the Temple have been seized for rent." There must be some mistake in this report. Distresses upon goods in chambers in the Temple are by no means uncommon. Several have taken place within the last few years, and going back to a more remote period, we have heard of a distress in the chambers of one of her late Majesty's counsel.

Mr. Thomas Henry Baylis, the oldest K.C. living, is, says the *Evening Standard*, ninety years of age. Despite his age, he is in good health, and very active. He was judge of the Liverpool Court of Passage for more than half a century.

The Recommendations of the Solicitors' Practice Committee.

WITH one exception, we think that no reasonable objection can be raised to the recommendations contained in the report of the Solicitors' Practice Committee. We say this after consultation with solicitors in whose judgment, experience, and rectitude we have full confidence, and who are wholly unconnected with the Council or the committee. The recommendations, to a considerable extent, represent the practice which many—we hope we may say most—solicitors of this type have followed for years, and the enforcement of the recommendations (with the exception aforesaid) would occasion them very little trouble or expense. With solicitors of a different type—not intentionally dishonest, but careless as to money matters—our acquaintance is small, and the objections which they might raise to the precautions suggested would be only so many arguments in favour of their adoption. To those solicitors (and there are not a few, of high standing and unimpeachable integrity) who believe that the precautions suggested will be ineffectual to stop the recurrence of fraud, and who consider the recommendations derogatory to the dignity of the profession, we are afraid it is useless to appeal; the extraordinary vehemence with which this has been urged within and outside the Council shews that the supporters of this view are not open to conviction. Yet it might be suggested to them that, from the point of view of the public, which reads week by week of the misappropriation by solicitors of clients' and trust moneys, the dignity of the profession is best consulted by an effort to put a stop to these deplorable occurrences.

It appears that the committee were unanimous in approving the first six recommendations of the committee, to the effect—

1. That it is the duty of every solicitor to keep full and accurate accounts, which should be periodically balanced.
2. That moneys received by a solicitor on behalf of his client should be kept separate from his own moneys, and that a convenient way of effecting this is by opening a clients' money account at a bank, into which all moneys received by a solicitor to any part of which a client is, or under any circumstances may be, entitled should in the first instance be paid.
3. That moneys of clients in the hands of, or under the control of, a solicitor, should only be used on account, and with the authority, of the client to whom they respectively belong.
4. That any increment in the nature of interest, income, or other profit accruing on clients' moneys should be credited to the clients whose moneys have produced such interest, income, or profit; and that any solicitor who, without the authority of his client, should retain for his own use any such interest, income, or other profit is guilty of professional impropriety.
5. That except under special and unavoidable circumstances it is no part of a solicitor's business to hold money belonging to a client for any lengthened period, and that it is contrary to right practice to do so.
6. That in cases where a solicitor finds himself in possession of money of a substantial amount not his own, of which he cannot immediately, or within a short time, discharge himself, it is his duty, if he does not keep a separate clients' account at a bank, and it is desirable even if he does keep such a separate account, to pay that money into a deposit account separately, not only from his own money, but from all other money, and to ear-mark it, by endorsement on the deposit receipt or otherwise, as belonging to the particular client or matter.

These recommendations may no doubt be objected to, on the one hand, as implying that the rules of honesty they seek to enforce are not already observed by the great majority of the profession; and on the other hand, that they afford no security against dishonesty and their enforcement would place the whole profession under "a degrading obligation." This, it appears, is the view taken by the minority of the committee as their ground of dissent from recommendations 7, 8 and 9, which are as follows:

7. That every solicitor should either (a) have his accounts audited at least once a year by a chartered or incorporated accountant, or (b) keep a separate bank account for all moneys received by him on behalf of his clients.
8. That in the case of every solicitor whose accounts are audited by a chartered or incorporated accountant, he should be required annually, on applying for his practising certificate, to forward to the society a

certificate from such accountant stating that the accounts had been properly kept and duly audited.

9. That in the case of every solicitor whose accounts are not so audited he should be required annually, on applying for his practising certificate, to forward to the society a statutory declaration, as follows: (a) That he had kept a separate bank account for all moneys received by him on behalf of his clients, and that all such moneys had been paid into that account, and had been used only for or on account of the clients to whom they respectively belong; (b) that all increment in the nature of interest, income, or other profit accruing on such moneys had been credited to the clients whose moneys respectively had produced such interest, income, or profit; and (c) that on the date of the declaration all such moneys had been duly dealt with or were in hand and available.

With every respect for the members of the committee by whom the minority report is signed, we think that the answer to their objections is easy: (1) The fact, which no one disputes, that you cannot by Act of Parliament or rules of practice prevent a rogue from stealing moneys entrusted to him is no reason why you should not seek to render his operations more difficult, and we think it cannot be doubted that this would be the effect of recommendation 9; even rogues have some dread of the penalty attaching to a false statutory declaration; and (2) rules of practice which are already adopted by a large number of solicitors cannot be considered as a "degrading obligation." And apart from this, the minority of the committee appear to lose sight of the fact that the constant recurrence of frauds by solicitors has produced a distrust in the mind of the public, which it is necessary to allay by imposing rules adopted, in spirit if not in letter, by the great majority of solicitors, upon all members of the profession.

There are, on the other hand, solicitors who do not consider that the recommendations go far enough, as witness a letter which we publish elsewhere. For ourselves, also, we think that recommendation 6 ought to provide that the deposit account should be kept in the name of the client. But it must be remembered that the committee had a somewhat difficult task. Their recommendations must be such as not to occasion undue inconvenience or expense to solicitors, or they would have no chance of acceptance. With one exception, they seem to have borne this in mind and to have framed workable recommendations.

The exception above referred to is the suggestion that every solicitor should have his accounts audited at least once a year by a chartered or incorporated accountant. This is not proposed to be made obligatory in the case of solicitors who keep a separate bank account for moneys received on behalf of clients, but how the suggestion came to be made by practical men who know the amount of accountants' fees, we are at a loss to understand. The recommendation, if made obligatory, would impose an intolerable hardship on solicitors of moderate practice, and we think it ought to be struck out of the resolutions to be submitted to the forthcoming meeting.

The Position of Equitable Mortgagees.

THE decision of PARKER, J., in *Capell v. Winter* (ante, p. 570), deals with an important question as to the priorities of equitable interests, and, if it is to be accepted as correct, it shows that a mortgagee, who fails to get in the legal estate, is not safe in relying on the apparent regularity of the deeds which are offered to him as security. Hitherto it has been possible to assume, in accordance with *Rice v. Rice* (2 Dr. 73) and *Lloyds Bank v. Bullock* (1896, 2 Ch. 172), that a conveyance on sale by a trustee with power of sale, which is on the face of it regular, gives to the mortgagee by deposit a better equity than that of the *cestui que trust*, as against whom the conveyance was a breach of trust; but in the present case PARKER, J., has distinguished those authorities, and has held that, if the conveyance was not in fact made on sale, it does not prejudice the *cestui que trust*, notwithstanding that it purports to be by way of sale, and that it contains the usual receipt for the purchase-money. In other words, a person taking such a deed as an equitable security is bound to inquire into the cir-

circumstances of the alleged sale, and to ascertain that the transaction carried out by the conveyance was in fact of this nature.

In *Capell v. Winter* property which, under the will of a testator, JAMES CAPELL, was subject to a trust for sale and for division of the proceeds among the testator's children, became vested in 1904 in a sole trustee. In September of that year the trustee and one GRAY were indebted to MELSOME on certain promissory notes for £2,000. The trustee, GRAY, and MELSOME arranged that this £2,000 should be further secured on the trust estate, and for this purpose a conveyance of certain parts of the estate, including the land in question in the present case, was executed by the trustee in favour of MELSOME. This purported to be a conveyance on sale, and the deed contained the usual receipt for the £2,000 as purchase-money. No money, however, was actually paid. The deed was to be held as security for the money owing on the promissory notes, and was only to be used to the extent of the deficiency on the notes. MELSOME, when he became a party to this arrangement, was aware of the breach of trust, and hence there could be no possibility of his setting up the conveyance against the beneficiaries. But in April, 1905, he deposited the deed with BELLIS, and gave him a memorandum charging the property comprised in the deed with payment of £1,000. BELLIS had no notice of any irregularity in regard to the conveyance, and he was entitled, it might be thought, to assume that it was executed by the trustee as trustee under his trust for sale, and that the £2,000 had been in fact paid. MELSOME became bankrupt in October, 1905, and WINTER was appointed his trustee in bankruptcy. The property was sold under an order made in the bankruptcy, the net proceeds amounting to £1,266. Thereupon the question arose whether the rights of the beneficiaries under JAMES CAPELL'S will, or of BELLIS, as equitable mortgagee, were to prevail. If these equities were equal in point of value, then the equity of the beneficiaries, as being the earlier in point of time, would be entitled to priority. The question, therefore, was whether BELLIS could establish that his equity was in its nature the better. PARKER, J., held that he could not, and gave judgment in favour of the beneficiaries.

In the other cases referred to above—*Rice v. Rice* and *Lloyds Bank v. Bullock*—it was held that the possession of a conveyance, containing a proper receipt, gave to the equitable mortgagee by deposit a better equity than the equity of the persons interested in the purchase-money which had not in fact been paid. At first sight it would seem that the principle of these cases governs the present, and that the result should have been in favour of the mortgagee. It is necessary, therefore, to consider what was the exact ground of decision in each. In *Rice v. Rice* (*supra*) vendors conveyed without receiving the purchase-money. But the conveyance recited the payment of the purchase-money, and the usual receipt was indorsed, and this and the other title deeds were delivered to the purchaser. The purchaser deposited the conveyance and the other title deeds as security for an advance, and subsequently absconded without paying either the vendors or the equitable mortgagees. In determining the question of priority, KINDERSLEY, V.C., enunciated the rule applicable to the case as follows: "As between persons having only equitable interests, if their equities are in all other respects equal, priority of time gives the better equity; or, *qui prior est tempore, potior est jure*." But, as he further pointed out, the test of priority of time only comes in as a last resource when the court can find no other ground for assisting one equity in preference to the other. "A court of equity will not prefer the one to the other on the mere ground of priority of time, until it finds upon an examination of their relative merits that there is no other sufficient ground of preference between them, or, in other words, that their equities are in all other respects equal." But in that case it was not necessary to resort to the time test. The equitable mortgagee had possession of the title deeds, and although KINDERSLEY, V.C., forbore to lay down a general rule that possession of the title deeds would in all cases and under all circumstances give the better equity, yet it was conclusive in the case before him, and

mainly on the ground of the apparent payment of the purchase-money. "The vendors," he observed, "when they sold the estate, chose to leave part of the purchase-money unpaid, and yet executed and delivered to the purchaser a conveyance by which they declared in the most solemn and deliberate manner, both in the body and by a receipt indorsed, that the whole purchase-money had been duly paid." Having regard to the conduct of the parties, this acknowledgment of payment of the purchase-money, and delivery of the title deeds to the mortgagees, who on their part were guilty of no negligence, placed the vendors in an inferior position to the mortgagees as regards the value of their equity.

In *Rice v. Rice* (*supra*) the persons who were postponed to the equitable mortgagees were the vendors claiming an equitable interest by virtue of their vendors' lien. In *Lloyds Bank v. Bullock* (*supra*) we come a step nearer to the present case of *Capell v. Winter*. The persons claiming as against subsequent equitable mortgagees were not the actual vendors, but the beneficiaries interested in the proceeds of a trust for sale, and the question was whether they stood in any better position than their trustee, who was an unpaid vendor. A sole trustee for sale was induced by his solicitor to sell the property to him for £700. The sale was effected by a conveyance executed in 1892, which contained the usual acknowledgment of receipt of the purchase-money, though no money was in fact paid. A day or two later the purchaser deposited the conveyance and other title deeds as security for an advance of £650. The beneficiaries claimed to have priority over the equitable mortgagees, and in support of their claim reliance was placed on *Shropshire Union Railways Co. v. Reg.* (L. R. 7, H. L. 496), where it was held that a beneficial owner of shares standing in the name of a trustee was not bound by a merely equitable dealing with the shares by the trustee. But there the trustee had no authority to deal with the shares, and on this ground CHITTY, J., distinguished it from the case before him, where the trustee held on trust to sell. "That case," said the learned judge, "is distinguishable. As between himself and the equitable owner, the trustee there had no authority to deal with the trust property. Here the testator, the author of the trust, has confided to NEWBROOK"—the trustee—"authority to sell the property and to give a receipt for the purchase-money. NEWBROOK was acting within the scope of his authority." Consequently the beneficiaries stood in no better position than their trustee, who, as against a subsequent equitable mortgagee, could not, in face of the acknowledgment of receipt of the purchase-money, set up his own equity as unpaid vendor. And CHITTY, J., added: "A judgment for the beneficiaries in this case would be disastrous to titles; it would compel purchasers, where the legal estate is outstanding in a mortgagee, to inquire whether purchase-money under a trust for sale had in fact been paid, notwithstanding that the trustee had acknowledged the receipt, and it would cast this burden on them in the teeth of the 55th section of the Conveyancing Act, which relieves them from making any such inquiry."

The judgment in *Lloyds Bank v. Bullock* covers the circumstances in the present case of *Capell v. Winter* save in one point. In both there was a conveyance executed by a trustee for sale, purporting to be a conveyance on sale; in both the conveyance acknowledged the receipt of purchase-money, which was in fact unpaid. The difference was that, while in *Lloyds Bank v. Bullock* the transaction was intended by the trustee to be one of sale, *Capell v. Winter* the transaction was one of mortgage, and the form of a conveyance on sale was used in order to conceal its real nature. PARKER, J., held that this difference was sufficient to distinguish the case before him from that before CHITTY, J., and to deprive the equitable mortgagee of the priority accorded to him in *Lloyds Bank v. Bullock*. The point of difference, no doubt, is clear. In *Lloyds Bank v. Bullock* the trustee, as CHITTY, J., observed, was acting within the scope of his authority; in *Capell v. Winter* he was not. But is this really a ground for distinguishing the cases? The question is: Who has the better equity? and should not the considerations which gave the equitable mortgagee the better equity in *Rice v. Rice* and *Lloyds Bank v. Bullock* also give him the preference in the present case? The trustee is empowered by his testator to

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deal with the property. He executes a conveyance which purports to be in accordance with the trust. The mortgagee, who takes his security under this conveyance without inquiry whether or no there was an actual sale, is guilty of no negligence. Why should he not be protected as much as in the earlier cases? The fault, if it may be so called, is with the author of the trust who has enabled the trustee to make a title, and surely the beneficiaries are the persons who should suffer for the fault, not the mortgagee, who is perfectly innocent. With all deference to the learned judge, we suggest that the words of CHITTY, J., "A judgment for the beneficiaries in the circumstances of this case would be disastrous to titles," are as applicable to *Capell v. Winter* as to the case in which they were uttered.

Reviews.

Workmen's Compensation.

THE LAW RELATING TO COMPENSATION FOR INJURIES TO WORKMEN: BEING AN EXPOSITION OF THE WORKMEN'S COMPENSATION ACT, 1906, AND OF THE CASE LAW RELEVANT THERETO. By C. M. KNOWLES, Barrister-at-Law. Stevens & Sons (Limited).

On the 1st of July the Workmen's Compensation Act, 1906, comes into operation; and vast numbers of persons who had no personal interest in the working of the Act of 1897 will now feel the burden or the benefit of this system of industrial insurance. The great and predominant feature of the new Act is, not the introduction of any new principle, but the extension of the existing system to all classes of workmen, including seamen and domestic servants. There will, therefore, undoubtedly be an increased demand for books dealing with the subject and giving accurate and reliable information on the law. In this work we have just what is wanted. It is in the form of an annotated edition of the Act, preceded by a short introduction. The notes are very comprehensive, clearly expressed and accurate. A great number of cases on the old Act turned on the question whether or not certain persons were within its scope. Nearly all of that class of cases are now obsolete; but most of the other decisions are still valuable, as the new Act is, to a great extent, identical with the old. As far as can be seen, this book notices every case which is still of the slightest value. Next to the fact of its extension to all workmen, the most remarkable feature of the new Act is the inclusion of industrial diseases amongst accidents. There are few reported decisions of the court which are of much prospective value on this subject, but what there are have their place in the book, and the subject is treated in a satisfactory way. The book will be useful, not only to lawyers, but to those who have to administer the Act, and to every intelligent layman who is concerned in its working. Two peculiarities of the book may be noticed, each of which has much to recommend it. The table of contents takes the form of an analysis of the whole work, and throughout the text a decision is only referred to by name; all references to series of reports being in the table of cases alone.

Books of the Week.

Principles of English Law, Founded on Blackstone's Commentaries. By ROBERT CAMPBELL, M.A., Barrister-at-Law. Stevens & Sons (Limited).

The Agricultural Holdings Act, 1906, with an Introduction Thereto, and Comments Thereon, together with a Summary of the Law relating to Agricultural Holdings under the Agricultural Holdings Acts, 1883-1900. By GEORGE ARTHUR JOHNSTON, Barrister-at-Law. Effingham Wilson.

Correspondence.

The Resolutions to be Submitted to the Meeting of the Law Society.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—We enclose four draft resolutions which we should like to propose as an addendum to the resolutions which will be officially submitted to the meeting of the Law Society next week relating to solicitors' accounts, &c.

The considerations underlying these draft resolutions are mainly two, viz.:—

- (1) No set of men can be made honest by Act of Parliament.
- (2) Nothing can be for the advantage of clients (nor, indeed, for the advantage of solicitors) which tends to lull clients into a sense of

security which may turn out to be false security. Our aim ought to be to induce clients to take every reasonable precaution to see that their solicitors do their duty, and to shew that it is easy to take those precautions.

We prefer to remain anonymous now, and hope that you may see your way to publish this letter and the draft resolutions for consideration by the profession.

X. Y. Z.

The following are the draft resolutions:

(1) That no system having for its object the prevention of abuse of confidence on the part of solicitors or other professional men who have control of the money or securities of clients will be satisfactory which does not—first, emphasize the necessity of clients keeping watch themselves over their own interests in the matter; and, secondly, make it easy for them to take the needful steps with this object.

(2) That accordingly solicitors should not only keep accurate accounts and have those accounts audited, but should also deliver accounts, at intervals not exceeding one year, to all clients whose money may pass through their hands, or whose securities are or ought to be in the safe custody of the solicitors.

(3) That in delivering those accounts solicitors should set forth the names and addresses of their auditors. And should notify that both the accounts and the securities (if any) can be specially audited for the client, at the client's expense, either by the solicitors' auditors or by any other professional auditor.

(4) That steps should be taken to obtain authorization by Act of Parliament to expenditure by trustees of the fees both to auditors and to custodians of trust moneys or securities for audits of the trust accounts and securities.

New Orders, &c.

County Court Fees.

TREASURY ORDER, DATED MAY 30, 1907, REGULATING FEES IN COUNTY COURTS.

In pursuance of the powers given by the County Courts Act, 1888, and of all other powers enabling us in this behalf, we, the undersigned, being two of the Commissioners of His Majesty's Treasury, whose names are hereunto subscribed, do hereby, with the consent of the Lord Chancellor, order that on and after the first day of July, 1907, the following alterations in the Treasury Order regulating fees in county courts, dated the 30th day of December, 1903, shall have effect.

JOSEPH A. PRASE.
J. HERBERT LEWIS.

I approve of this Order.

LOREBURN, C.

Schedule A.

Paragraph 46 is hereby annulled, and the following paragraph shall stand in lieu thereof:

46. *Conf. Act, Schedule 2, par. 13.*—(a) No court fee shall be payable under this Schedule by any party in respect of any proceedings by or against a workman under the Workmen's Compensation Act, 1906, or the Workmen's Compensation Rules, 1907, in the County Court prior to the award.

(b) On an application for the settlement of any matter by arbitration under the said Act and Rules, when such application is not a proceeding by or against a workman, plaint and hearing fees shall be payable as in an ordinary action and the poundage shall be calculated as upon a claim for a sum of twenty pounds.

(c) Where a notice of claim to contribution or indemnity is filed under the said Act and Rules, a fee shall be paid on an award on such claim, or on the hearing of such claim, in like manner as on entering judgment on a default summons under paragraph 5, or the hearing of an action, as the case may be.

(d) In proceedings under the said Act and Rules for the enforcement of an award, memorandum, or certificate, or an order for payment of costs, the same fees shall be taken as on the like proceedings for the enforcement of a judgment for the like amount given in an action, less, in any case in which fees for the issue service or execution of any process are prescribed by Schedule B, the amount of such fees.

(e) On interpleader proceedings arising out of an execution issued for the enforcement of an award, memorandum, or certificate, or an order for payment of costs under the said Act and Rules, fees shall be paid in like manner as on interpleader proceedings arising out of an execution issued in an action.

Schedule B.—Part I.

GENERAL.

REGISTRAR'S FEES.

The words "The Workmen's Compensation Act, 1906, and the

Workmen's Compensation Rules, 1907," shall be substituted for the words "The Workmen's Compensation Acts, 1897 and 1900, or the Workmen's Compensation Rules, 1898 to 1900," in paragraphs 8 and 9.

Paragraph 26 is hereby annulled, and the following paragraph shall stand in lieu thereof:

26. On proceedings under the Workmen's Compensation Act, 1906, and the Workmen's Compensation Rules, 1907.

(N.B.—These fees with the exception of Nos. 6 and 7 are not to be taken in respect of proceedings by or against a workman prior to the award.)

	£	s.	d.
1. On the filing of a special case under Rule 32 ...	0	5	0
2. On an order for the detention of a ship, an order of release, a bail bond, or an affidavit of justification, under the Workmen's Compensation Act, 1906, or the Shipowners' Negligence (Remedies) Act, 1905...	0	7	6
3. On an Order adding a respondent under Rule 39 (4)...	0	4	0
4. On an application to rectify the register or to remove a record from the register, under Schedule 2, paragraph 9 (c) or (e), and Rule 48 or Rule 50 ...	0	4	0
5. For preparing a Certificate under Section 1, Sub-section 4 and Rule 51 ...	0	5	0
6. On an application for a reference to a medical referee under Schedule 1, paragraph 15, the fee prescribed by Rule 54 (9)			
7. On a reference to a medical referee in accordance with regulations made by the Secretary of State pursuant to Section 8 (1) (f) ...	0	10	0
8. On an application for the suspension of the right to compensation or to take proceedings, or of the right to weekly payments, under Schedule 1, pars. 4, 14 or 15, and Rule 55 ...	0	4	0
9. On an application for investment, &c., under Schedule 1, par. 5, and Rule 56 (8) or Rule 59...	0	4	0
10. On an application for the payment of weekly payments into Court under Schedule 1, par. 7, and Rule 57 (3)	0	4	0
11. On an application for the variation of an Order under Schedule 1, par. 9, and Rule 58 ...	0	4	0
12. For every investment made by a registrar, including the payment out or application of a sum allotted to any person by weekly or other periodical payments (charged once only, and to be deducted from the sum ordered to be invested or allotted). For every £10, or part of £10, invested, but so that the total fee shall not exceed 50s. ...	0	5	0
13. On an application for a reference to a medical referee under Section 1, par. 18, and Rule 60 ...	0	4	0
14. For a certificate of identity under Rule 60 (b) (c) ...	0	5	0
15. For receiving and forwarding any sum due to a workman residing out of the United Kingdom under Rule 60 (13) (to be deducted from the sum to be forwarded) ...	0	5	0
16. For every taxation of the costs of an award, or between third parties and other parties to an arbitration ...	0	10	0
17. For every other taxation of costs ...	0	5	0
18. On an application to a judge under Rule 65 (3 to 5) at a date subsequent to the hearing of the arbitration ...	0	4	0
19. On an application to the judge under Rule 66 (e) other than an application for an order for execution to issue ...	0	4	0
20. For examining every affidavit in support of an application for issue of execution or a judgment summons under Rules 67 (2) or 68 (2) ...	0	1	6
21. On an application to set aside or vary an award or order under Rule 70 ...	0	4	0
22. For every Office copy or certified copy of documents filed or records made in reference to any matter, per folio ...	0	0	4
23. For every sitting under Rule 35 ...	0	10	0
24. On any other proceeding not herein specified, for which, if such proceeding were taken in an action, a fee would be payable, the fee which would be payable if such proceeding were taken in an action.			

HIGH BAILIFF'S FEES.

The words "the Workmen's Compensation Act, 1906, and the Workmen's Compensation Rules, 1907," shall be substituted for the words "the Workmen's Compensation Acts, 1897 and 1900, or the Workmen's Compensation Rules, 1898 to 1900," in paragraphs 41 and 42.

42A. Where the high bailiff is directed to detain a ship under the Workmen's Compensation Act, 1906, or the Shipowners Negligence (Remedies) Act, 1905, the same fees for execution of the order for detention and for keeping possession of the vessel as for executing a

warrant of arrest and keeping possession of a vessel in an Admiralty action where the amount claimed exceeds £100, being part of the costs, charges, and expenses attending the custody of the ship Rule 37 (8).

42B. On any proceeding under the Workmen's Compensation Act, 1906, and the Workmen's Compensation Rules, 1907, not herein specified (not being a proceeding by or against a workman prior to the award), for which if such proceeding were taken in an action a fee would be payable, the fee which would be payable if such proceeding were taken in an action.

Rules of the Supreme Court.

Lord Chancellor's Office, June, 24, 1907.

Notice is hereby given, pursuant to the Rules Publication Act, 1893, that a draft Rule of the Supreme Court has been made "for the offices of the Supreme Court to be closed every year on the first Monday in August (Bank Holiday)."

Copies may be obtained on application at the Lord Chancellor's Office, House of Lords, S.W.

CASES OF THE WEEK.

House of Lords.

YSTRADYFODWG AND PONTYPRIDD MAIN SEWERAGE BOARD v. BENSTED (SURVEYOR OF TAXES). 19th June.

REVENUE—INCOME TAX—SEWER—INCOME TAX ACT, 1842 (5 & 6 VICT. c. 35), s. 60, SCHEDULE A, RULES NOS. 1 AND 3.

A sewer was constructed by a joint sewerage board, and vested in the board by provisions in the provisional order establishing the board similar to the provisions of section 13 of the Public Health Act, 1875, whereby ordinary sewers are vested in the local authority.

Held, that the sewer was a hereditament capable of actual occupation within section 60, Schedule A, rule No. 1, of the Income Tax Act, 1842, and was assessable to income tax accordingly.

Decision of the Court of Appeal (1907, 1 K. B. 490) affirmed.

The question was whether the appellants, the Ystradfydwg and Pontypridd Main Sewerage Board, who were a statutory authority for the purpose of performing sanitary duties within a given area, were or were not liable to be assessed to income tax under Schedule A in respect of a sewerage carrier constructed by them in the execution of their duty. The appellants had constructed the sewer for the use of a united drainage district and had no profit or gain in view. The sewer was about seventeen miles long, and it was in respect of some two and a-half miles of sewer situated in the parish of Rumsey that the claim was made. The appellants were assessed for the relief of the poor in respect of this part of the sewer at £800 gross and £700 rateable value. By the Income Tax Act, 1842, Schedule A, No. 1, the annual value of lands, tenements, hereditaments, or heritages charged under Schedule A is to be the rack-rent or the amount at which they might be let by the year; and this principle is to extend to all lands, &c., "capable of actual occupation." An exception is made (No. 3), among other exceptions, of "ironworks, gasworks, salt springs or works, alum mines or works, docks, drains, levels . . . ferries, and other concerns of the like nature, for or arising out of any lands, tenements, hereditaments, or heritages" which are to be taxed "on the profits of the year preceding." And that charge is to be "made on the said profits exclusively of any lands used or occupied in or about the concern." The courts below held that the sewerage carrier was a hereditament capable of actual occupation within section 60, Schedule A, rule No. 1, of the Income Tax Act, 1842, and was assessable to income tax, and further that the sewer was not taken out of that rule and rendered assessable under rule No. 3 of Schedule A by the fact that some payments were made to the joint board by other authorities who made use of the sewer so long at any rate as those payments did not exceed the cost of maintaining the sewer, and the sewer was accordingly not a source of profit to the joint board.

The Earl of Halsbury, in moving that the appeal should be dismissed, said there appeared to be a mixture, not to say a confusion of thought, in using the word "profits" in a sense which was not consistent with the mode in which it was used in the statutes relating to income tax. It might be—he did not propose to controvert the idea—that in an ordinary sense there might be some difficulty in saying what were profits; but really the whole argument was covered by authority. In the first place it was clear there was an occupation, and equally clear that it was a beneficial occupation. The alternative suggested—namely, that this was one of those excepted undertakings (the only colour for which was that the word "drain" was used in the excepting section), was, in his opinion, untenable. The word "drain" used by itself might perhaps bear the meaning that it was suggested by the appellants that it ought to bear, but when the mode in which the word "drain" was introduced and the other words with which it was associated were looked at, its meaning clearly depended upon a very familiar canon of construction—that where there was a word which might have a general meaning wider than that which was intended by the Legislature, when there were other words associated with it which shewed the category within which it was to come, it was cut down and overridden by the

general proposition familiarly described as the *quodam generis* principle. And accordingly the word "drain" used in that section was not included in the excepted businesses which were therein described so as to make the word drain applicable to the present question. Then if it was not, the rest was perfectly clear. Here was beneficial occupation, and by the rules applicable to Schedule A the rent which the hypothetical tenant would give, if called upon to get rid of this sewage, gave the index of the amount of tax he was to pay. He felt it unnecessary to do more than express his entire concurrence in the judgments given in the court below.

Lords JAMES OF HEREFORD, ROBERTSON, and ATKINSON concurred, and the appeal was therefore dismissed with costs.—COUNSEL, *Danekeverts*, K.C., S. T. Evans, K.C., and Rodman; Sir John Walton, A.G., Sir Robert Finlay, K.C., and W. Finlay. SOLICITORS, Wrenmore & Son, for Morgan, Bruce, & Nicholas, Pontypridd; The Solicitor of Inland Revenue.

[Reported by ESKINE REID, Barrister-at-Law.]

Court of Appeal.

DENABY AND CADEBY MAIN COLLIERIES (LIM.) v. YORKSHIRE MINERS' ASSOCIATION AND OTHERS. No. 1. 21st June.

PRACTICE—COSTS—COUNSEL—THIRD COUNSEL AT THE TRIAL AND IN COURT OF APPEAL.

In a very heavy case where a large sum of money was involved, and which lasted several days both at the trial and in the Court of Appeal, there being two sets of defendants, the taxing-master allowed the main defendants the costs of three counsel at the trial, but of only two counsel in the Court of Appeal, and he allowed the costs of only two counsel for the other defendants, both at the trial and in the Court of Appeal. The judge at chambers having refused to direct a review of taxation.

The Court refused to interfere with the exercise by the taxing-master of his discretion, no wrong principle having been applied; Fletcher Moulton, L.J., however, dissenting upon the question as to the costs of the third counsel for the main defendants in the Court of Appeal, which he thought ought to have been allowed.

Appeal from the refusal of Walton, J., to direct a review of taxation of costs. The plaintiffs were colliery owners, and the defendants, the Yorkshire Miners' Association, were a trade union, and the other defendants (so far as material to the present question) were the officials of the union, four of whom were members of Parliament. The action arose out of a strike at the plaintiffs' collieries, and a sum of £150,000 was claimed as damages, and also an injunction. The trial before Lawrance, J., and a special jury lasted about eleven days; the arguments in the Court of Appeal were heard on nine days; and the arguments in the House of Lords were heard on six days. The defendants were successful, and judgment was entered for them. The case is reported in 1906, A. C. 384. The taxing-master, in taxing the costs, allowed the union the costs of three counsel who were briefed at the trial, but he disallowed the costs of a third counsel in the Court of Appeal, and he disallowed the officials of the union the costs of a third counsel both at the trial and in the Court of Appeal. No question arose as to the costs in the House of Lords, where the rule is to allow the costs of two counsel only on each side. The defendants carried in objections to the taxation:—(1) To the disallowance of the costs of the third counsel for the union officials at the trial, upon the grounds that the case was a heavy and important one, the damages claimed being very large; that the case against the two sets of defendants differed materially, and each of the officials might have been made liable in damages; that some of the officials were members of Parliament, and that a judgment against them individually might have involved their bankruptcy and the vacation of their seats; (2) To the disallowance of the third counsel for the union in the Court of Appeal; and (3) To the disallowance of the third counsel for the union officials in the Court of Appeal. The taxing-master, in his answer to the objections, said that the defendants were represented by the same firm of solicitors, and that, though the case was undoubtedly one of great importance, he considered that the defences must have been largely in common, and that he did not feel justified in allowing a third counsel for the union officials at the trial; that in the Court of Appeal it was most unusual to allow three counsel, and that, in fact, only one counsel argued the case for each set of defendants; and he concluded by saying that it was only after the greatest consideration that he exercised his discretion in making the disallowances. He accordingly overruled the objections. Upon appeal, Walton, J., after taking time to consider the matter, refused to order a review of taxation, saying that he saw no sufficient reason for varying the master's decision. The union and the union officials appealed. The appeal was first argued before Fletcher Moulton and Buckley, L.J.J., when they were not able to agree upon the question as to the costs of a third counsel for the union in the Court of Appeal, though they were agreed that the appeal should be dismissed upon the two other questions. The case was accordingly put down for re-argument before a court composed of three judges.

THE COURT (VAUGHAN WILLIAMS, FLETCHER MOULTON, and BUCKLEY, L.J.J.) dismissed the appeal, FLETCHER MOULTON, L.J., dissenting as to the costs of the third counsel for the union in the Court of Appeal.

VAUGHAN WILLIAMS, L.J., said that this court would not interfere with the exercise of discretion by the taxing-master where he had not acted upon any wrong principle or applied any wrong considerations, except in an exceptional case. There did not seem to him to be anything in the case of the union officials which rendered it necessary for them to have three counsel either at the trial or in the Court of Appeal. They would not interfere with his discretion in not allowing the costs of a third counsel

for the union officials. He did not feel so clear as to the union. The case seemed to him to be on the border line. Where in such a case the taxing-master had not allowed any wrong principle to affect the exercise of his discretion, and where his decision had been affirmed by the judge at chambers, it would be wrong for this court to interfere. The appeal would therefore be dismissed.

FLETCHER MOULTON, L.J., agreed upon the question as to the costs of a third counsel for the union officials. As to the union, in his opinion the costs of three counsel ought to be allowed in the Court of Appeal. He did not think that any solicitor, having regard to the interests of his clients, and without being desirous of imposing any burden on the other side, would have ventured to take a case of this magnitude, and involving such large sums of money, into court without having three counsel. In his opinion the appeal should succeed upon this point.

BUCKLEY, L.J., agreed that the appeal ought to be dismissed upon both points. At the trial a large number of witnesses had to be examined and a great mass of material had to be put into shape, and it was therefore reasonable to allow the union the costs of three counsel there. In the Court of Appeal the case was on paper and in shape, and only two counsel could be heard. Without the consent of all the members of the Court of Appeal they could not lay it down that the costs of only two counsel would ever be allowed in this court, as was the rule in the House of Lords. He himself would like to see it laid down. But the case must be a wholly special and peculiar one in which three counsel should be allowed in this court. He saw no ground for interfering with the decision of the taxing-master and the judge.—COUNSEL, *Montague Lush*, K.C., and H. T. Waddy; S. T. Evans, K.C., and Clements Edwards. SOLICITORS, Johnson, Weatherall, & Sturt, for Bromhead, Wightman, & Moore, Sheffield; Corbin, Greener, & Cook, for Bailey & Sons, Barnsley.

[Reported by W. F. BARRY, Barrister-at-Law.]

Re AN ARBITRATION BETWEEN CARPENTER AND OTHERS AND THE MAYOR, &c., OF BRISTOL. No. 1. 21st June.

LOCAL GOVERNMENT—"OFFICER"—ABOLITION OF OFFICE—COMPENSATION—SOLICITOR TO BOARD OF GUARDIANS—LOCAL GOVERNMENT ACT, 1888 (51 & 52 VICT. C. 41), ss. 100, 120.

A solicitor was employed by a board of guardians on each occasion when it was necessary to employ a solicitor. He was not formally appointed solicitor to the guardians and was not paid by a salary, but was paid the usual solicitor's charges for work done in connection with each particular matter. By an Act the guardians were abolished, their district being absorbed in another district, and the Act gave "officers" who suffered direct pecuniary loss therefrom a right to compensation within the meaning of section 120 of the Local Government Act, 1888.

Held, that the solicitor was not an "officer" within the definition in section 100 of the Local Government Act, 1888, and was therefore not entitled to compensation.

Appeal from the judgment of Kennedy, J., upon an award stated in the form of a special case. By the Bristol Corporation Act, 1904, an area comprising certain parishes in the Barton Regis Poor Law Union and in the Barton Regis Rural District was transferred to the unions and districts in the Act mentioned, and the Barton Regis Union and the Barton Regis Rural District Council ceased to exist, and all officers of the guardians of such union and of the council ceased to hold office as such. By the Act any clerk or other officer of the Barton Regis Guardians or Rural Council who was in office at the commencement of the Act, and who suffered any direct pecuniary loss, was to be deemed an officer entitled to compensation within the meaning of section 120 of the Local Government Act, 1888; and the Bristol Corporation were to award compensation to the officers, and any dispute or difference was to be referred to Mr. Macmorran, K.C., as arbitrator. A firm of solicitors, styled Benson, Carpenter, Cross, & Williams acted as solicitors for the Barton Regis Guardians and the Barton Regis Rural Sanitary Authority and their successors, the rural district council. They were never formally appointed solicitors, but all legal matters which required to be submitted or entrusted to a solicitor were submitted or entrusted to them, and they alone acted as the solicitors to the guardians or council. They received the usual professional charges for the work actually done. The minutes of the guardians, of the rural sanitary authority, and of the rural district council showed that the solicitors were retained on each occasion for the particular work to be done, and they were referred to in the minutes as the board's solicitors. The solicitors claimed to be entitled as "officers" of the guardians and council to compensation for the loss of their "office" under the above-mentioned provisions of the Act of 1904, and the matter was referred to arbitration. The arbitrator was of opinion that the solicitors were solicitors to the guardians and to the council, and that by reason of the operation of the Act they were deprived of their offices as such solicitors, and that they were "officers" entitled to compensation; and he made an award of compensation subject to this case. He stated two questions for the opinion of the court: (1) Whether he had power to state his award in the form of a special case; and (2) whether he was right in awarding compensation. Kennedy, J., held that the arbitrator had no power to state his award in the form of a special case, and the award accordingly stood. The learned judge expressed no opinion upon the second question. The Corporation of Bristol appealed.

THE COURT OF APPEAL held that the arbitrator had power to state his award in the form of a special case, and this point calls for no report. The appeal was then argued on the merits.

THE COURT (VAUGHAN WILLIAMS, FLETCHER MOULTON, and BUCKLEY, L.J.J.) allowed the appeal.

VAUGHAN WILLIAMS, L.J., said that in his opinion the solicitors were not "officers" within the definition of that word in section 100 of the

Local Government Act, 1888. That section defined "office" as including "any place, situation, or employment, and the expression 'officer' shall be construed accordingly." In his opinion those words did not include casual employment. If the employment was of such a nature that the person employed was newly employed on each occasion in respect of the particular matter in question only, it did not come within the section. The solicitors here received no salary as solicitors for the guardians, but there was a retainer on each occasion to act for the guardians in the particular matter, and they were paid the usual professional charges for the work actually done. The case came within the decision in the Irish case of *Reg. v. Armagh Urban District Council* (1901, 2 I. R. 28). The solicitors were therefore not entitled to compensation.

FLETCHER MOULTON, L.J., concurred. If the solicitors had been appointed to do the whole legal work of the guardians at a fixed salary different considerations would have arisen. They were, however, appointed for each particular occasion, and were paid their costs for that work.

BUCKLEY, L.J., concurred. In *Reg. v. Local Government Board* (L. R. 9 Q. B. 148) the solicitor was appointed at an annual salary.—COUNSEL, *Cripps, K.C.*, and *Holman Gregory; Danckwerts, K.C.*, and *Vesey Knux, K.C.* SOLICITORS, *Robins, Hay, Waters, and Hay*, for *E. J. Taylor, Bristol; Rawle, Johnstone, & Co.*, for *Benson, Carpenter, Cross, & Williams.*

[Reported by W. F. BARRY, Barrister-at-Law.]

KYDD v. THE WATCH COMMITTEE OF THE CITY OF LIVERPOOL. No. 1. 19th June.

POLICE—PENSION—APPEAL TO QUARTER SESSIONS—POWER OF QUARTER SESSIONS TO STATE CASE—POLICE ACT, 1890 (53 & 54 VICT. C. 45), s. 11.

By section 11 of the Police Act, 1890, "in any . . . case where a constable . . . claims a pension or allowance under this Act as of right, and the police authority do not admit the claim, the constable . . . may apply to the police authority for the reconsideration of the claim to the pension or allowance, and if aggrieved by the decision upon such reconsideration may apply to the next practicable court of quarter sessions for the county within which the constable last served; or if the constable last served in the police force of a borough having a separate police force and a separate court of quarter sessions, then to the next practicable court of quarter sessions for that borough, and that court, after inquiry into the case, may make such order in the matter as appears to the court just, which order shall be final."

Held, that the court of quarter sessions has power to state a special case for the opinion of the court so as to enable it to arrive at its decision upon the matter before it.

Appeal from the decision of a Divisional Court (Lord Alverstone, C.J., and Darling and Phillimore, JJ.) upon a special case stated by the Recorder of Liverpool for the opinion of the court. A police constable, named William Kydd, who had served in the Liverpool city police force, claimed a pension, and the amount thereof was in dispute between him and the Watch Committee of the city, who were the police authority. The constable, being dissatisfied with the decision of the Watch Committee, applied by way of appeal to the Recorder of Liverpool, sitting in quarter sessions, and the recorder decided in favour of the constable subject to a special case for the opinion of the court. The Divisional Court held, upon the authority of *Westminster Corporation v. Gordon Hotels (Limited)* (1907, 1 K. B. 910), that the decision of the recorder was final under section 11 of the Police Act, 1890, and that they had no jurisdiction to hear the special case. The Watch Committee appealed.

THE COURT (VAUGHAN WILLIAMS, FLETCHER MOULTON, and BUCKLEY, L.J.J.), having taken time to consider, allowed the appeal. They held that, the House of Lords having heard appeals in the two cases of *Upperton v. Ridley* (1903, A. C. 281) and *Garbutt v. Durham Joint Committee* (1906, A. C. 291), upon special cases stated by quarter sessions upon an appeal to them under section 11 of the Police Act, 1890, the Court of Appeal could not now hold that the High Court had no power to hear the special case. They distinguished the case of *Westminster Corporation v. Gordon Hotels (Limited)* upon the ground that there the case was stated by a court of summary jurisdiction under the Summary Jurisdiction Act, 1879, whereas a case stated by quarter sessions was stated for the purpose of consulting the court before the quarter sessions gave its decision.

VAUGHAN WILLIAMS, L.J., added that, as he was not quite sure whether the House of Lords did intend to decide the point, he would like to say that, independently of those decisions, he should have been disposed to come to the conclusion that the preliminary objection was good, as the Legislature might well have intended that the decision of the quarter sessions in such a matter should be final, and to exclude an appeal in any form from the quarter sessions.

FLETCHER MOULTON and BUCKLEY, L.J.J., were of opinion that, apart from the cases in the House of Lords, section 11 of the Police Act, 1890, did not take away the power of quarter sessions to state a special case, the court of quarter sessions having power, as was shown in *Reg. v. Chantrell* (L. R. 10 Q. B. 581), of calling in the aid of the superior court in arriving at its decision.—COUNSEL, *Horace Avery, K.C.*, and *Rigby Swift; Leslie Scott.* SOLICITORS, *F. Venn & Co.*, for *E. R. Pickmere, Liverpool; Pritchard, Englefield, & Co.*, for *Brighouse, Ryland, & Co., Liverpool.*

[Reported by W. F. BARRY, Barrister-at-Law.]

SENIOR v. FOUNTAINS & BURNLEY (LIM.). No. 2. 6th and 21st June.

MASTER AND SERVANT—EMPLOYER'S LIABILITY—COMPENSATION—EARNINGS—TOTAL DEPENDENCY—WORKMEN'S COMPENSATION ACT, 1897 (60 & 61 VICT. C. 37), s. 7, FIRST SCHEDULE.

The widow and children of a workman are none the less "dependants wholly

dependent upon his earnings at the time of his death" within the Workmen's Compensation Act, 1897, because he has been able by moneys coming to him through other channels, and which are not included in the term "earnings," to augment the fund out of which he is legally bound to maintain, and has in fact maintained, his household.

This was an appeal from a decision of the county court judge sitting at Barnsley as arbitrator under the Workmen's Compensation Act, 1897. The case raised a question of some importance under the Workmen's Compensation Act—namely, whether the widow of a workman, whose sons were earning good wages which, or a considerable part of which, were paid to him towards the maintenance of the family, was entirely dependent on her husband's earnings within the meaning of section 7 of the Workmen's Compensation Act, 1897, and the schedule thereto. The facts were as follows: The applicant, the present appellant, was the widow of a workman who, on the 24th of July, 1906, met with a fatal accident whilst working in the respondent's colliery. The widow claimed compensation for herself and three young children, aged respectively six, ten, and thirteen. The deceased's wages for the previous three years amounted to £300. At the time of his death the deceased was also receiving the wages of three other children, aged respectively nineteen, seventeen, and fifteen, for whom no claim was made. The wages of these children were 25s., 18s., and 15s. respectively. They were fed, housed, and clothed by their father, with whom they lived, and were supplied with pocket money by him. The county court judge found that this arrangement was on the whole a source of profit to the father, so that at the time of his death he was supported by his own earnings and also to some extent by the gain on the sons' wages. His honour found that the applicant and the young children entirely depended on the father's receipts or income, but he came to the conclusion that the income or receipts derived from the sons were not "earnings" within the meaning of the word as used in the Act and schedule. He accordingly found that the applicant and the younger children were not at the time of his death wholly dependent on the father's earnings, and awarded them £250. The applicant appealed.

THE COURT (COZENS-HARDY, M.R., BARNES, P., and KENNEDY, L.J.) allowed the appeal.

KENNEDY, L.J., read the following judgment of the court: The court has in this case to decide a short, but not unimportant, point arising under the Workmen's Compensation Act, 1897, in regard to the sum payable to the widow and three infant children of a deceased workman. The question is whether, upon the facts stated, the workman having been killed in circumstances which justified a claim for compensation to his widow and children under the Act the case ought to be treated as one of total dependency upon the earnings of the workman, or, as the county court judge has held, of partial dependency only. It appears from the judgment that he has arrived at his conclusion because he held himself bound as a matter of law to take into account the benefit to the family which arose from the addition to the workman's earnings of the weekly sums which the three elder sons paid to him; and it was argued before us by the respondents, in support of the correctness of the judgment, as it was before the county court judge, that, as such receipts were not "earnings" within the meaning of the Act, and the children and their mother were at the time of the workman's death being maintained by the workman out of a fund of which his earnings, properly so-called, formed only one part and these receipts the other part, his widow and children, in the assessment of the statutory compensation payable to them upon his death, ought, as a matter of law, for that reason to be treated as persons who were "dependants in part dependent upon his earnings." We are of opinion that this is not the true view. In our judgment, a widow and children are, according to the true intent and meaning of the Act, none the less "dependants wholly dependent upon his earnings at the time of his death" because the workman had been enabled through the receipt by him, either directly or through his wife as his agent, of moneys from wage-earning sons or of moneys coming to him through other channels, to augment the fund out of which he has been legally bound to maintain, and has maintained, his household. It is no objection to this decision that, if in the father's lifetime one of these three wage-earning sons had died under circumstances within the purview of this Act, the father, who was in fact at the time of such son's death receiving help from him in the shape of the son's weekly contribution of his wages, might, according to the judgment of the House of Lords in the *Main Colliery Co. v. Davies* (1900, A. C. 358), have successfully put forward a claim for compensation under this Act as a person "in part dependent upon his son's earnings," the father being in such a case, as is pointed out by the judgment of the Lord Chancellor (Lord Halsbury), in the case referred to, truly dependent, in fact, upon his son's earnings for the fulfilment of his legal obligation to maintain his family. But then, it is argued for the respondents, what meaning do you give to the distinction drawn by the Act between total dependence and partial dependence? In our judgment, the true line of distinction is reasonably plain. If a workman's wife has at the time of her husband's death independent means of support of any kind, which neither are derived through or from her husband, nor could, without her consent, be appropriated by him, such as private income coming to her separately and apart from her husband, or money earned by her in business, as by keeping a shop, or in any other way separately and apart from her husband, the case is one of partial dependence upon the earnings of the husband. But the claim is not taken out of the category of total dependence upon those earnings because the husband, whilst he lived, was able, either through the receipt of contributions paid to him by others or through the enjoyment of a pension or other pecuniary addition to his earnings, to give his family a better maintenance than his earnings as a workman, without this supplementary

income, would have enabled him to give them. The appeal must, therefore, be allowed, and an award of £300 made in favour of the appellant, the apportionment of the compensation to be fixed by the county court judge, unless the parties agree to it.—COUNSEL, S. T. Evans, K.C., and Andrew; Rugg, K.C., and Shepherd. SOLICITORS, Andrew, Wood, & Co., for Joseph Hewitt, Barnaley; Corbin, Greener, & Co., for Raley & Sons, Barnaley.

[Reported by J. I. STIRLING, Barrister-at-Law.]

High Court—Chancery Division.

Re BIRMINGHAM SMALL ARMS FACTORY (LIM.) AND A TRADE-MARK No. 281,539. Kekewich, J. 12th June.

TRADE MARK—SAME MARK FOR DIFFERENT CLASSES OF GOODS—ASSOCIATED MARKS—DISCRETION OF THE REGISTRAR OF TRADE-MARKS—REGISTRAR'S COSTS OF SUCCESSFUL APPLICATION AGAINST REFUSAL TO REGISTER—TRADE-MARKS ACT, 1905 (5 ED. 7, c. 15), ss. 12 (SUB-SECTION 2), 19, 24, 27, 48.

Section 24 of the Trade-Marks Act, 1905, does not apply to an identical mark proposed to be registered for goods which are not the same or of the same description. The registrar's discretion to impose conditions of registration is subject to the provisions of the Act. He has no power to impose a condition that certain marks should be associated, even though the marks in the hands of different owners or assignees might lead to confusion if the confusion is not due to the similarity of mark or of goods.

The Birmingham Small Arms Co. (Limited) conduct four main groups of business—small arms, component parts of bicycles, automobiles, engineers' small tools. In March, 1907, they obtained registration of their trade-mark B.S.A., numbered 281,536 in respect of class 19 for arms and ammunition. They had at or about the same time applied for the same mark B.S.A. upon an application numbered 281,539 for cycles, motor cycles, and automobiles. The registrar required, as a condition of registering No. 281,539, that it should be associated with No. 281,536. The company declined to associate on the ground that they might wish to assign their bicycle business separately from the small arms business, and that section 27 of the Trade-Marks Act, 1905, would prevent a separate assignment if the trade-marks were associated. Upon this the registrar refused to register the trade-mark No. 281,539 for the reason that the marks in different owners might lead to confusion as to source of origin, upon the principle of the *Kodak* case (15 R. P. C. 105), and that the matter was one in his discretion. The company applied to the court against this refusal.

KEKEWICH, J., said that in this class of cases he always leaned in favour of the registrar, whose decision was given in a judicial manner. In questions relating to confusion of marks the registrar, owing to the objections and answers which came before him, had a larger experience than the court, still, the learned judge had less hesitation to differ in this case as he was dealing with a new point on a new section in an amending Act. The discretion of the registrar was not absolute or arbitrary, it was subject to the provisions of the Act. The discretion was not cut down by section 24 of the Act, but must be exercised subject to that section. The section was free from ambiguity and it was therefore not necessary to go into the scheme of the Act and of the associated trade-marks under it. The consequences, by section 27, were that the owners of an associated trade-mark might not assign it without that the others with which it was associated. It was not suggested that there was any close resemblance in the goods of the different classes 19 (small arms) and 22 (cycles and automobiles), and the learned judge did not hesitate to say, on the case before him, there was no close resemblance, and that the goods were of a different description. The 24th section only dealt with cases where applications were made for trade-marks so closely resembling each other that certain consequences were likely to arise. It did not deal with applications for identical marks. In the case of trade-marks for goods of a similar description the question for the registrar was that, if an application were made by a stranger, the mark would lead to confusion. The section did not refer to any application, the only reference was to an application by a stranger, and this reference was made as a guide to the registrar. A distinction was drawn by the Act (see section 19) between identical marks and the marks referred to by section 24. It was impossible to read section 24 as applicable to the present case. Where was the possibility of confusion? The learned judge understood the registrar to say that because the mark B.S.A. had already been used for cycles by the company, therefore confusion might arise. If so, it would not be the confusion contemplated by section 24. The present application was simply an application to register a mark which the applicant had already in respect of one class of goods to goods of another class. The mark must be registered without any condition as to registration. Upon the question of costs, the court now had a discretion under section 48 of the Trade-Marks Act, 1905. The registrar was not a trustee, but was in a fiduciary position. By the general rule he would be entitled to his costs so long as he did nothing to disentitle him. Although the registrar had misconstrued the Act, the point was one of great importance and fully called for the attention of the court. In this particular case the applicants must pay the costs.—COUNSEL, P. O. Lawrence, K.C., Walter, K.C., and Sebastian; Attorney-General and George Lawrence. SOLICITORS, Sharpe, Parker, Pritchards, Barham, & Lawford, for Ryland, Martineau, & Co., Birmingham; Solicitor to Board of Trade.

[Reported by A. S. ORRÉ, Barrister-at-Law.]

POWELL v. BROWNE AND ANOTHER. Joyce, J. 6th, 7th, and 8th May; 12th June.

MORTGAGE OF EQUITABLE INTEREST BY CLIENT TO SOLICITOR—SUB-MORTGAGE—RECIPT CLAUSE IN MORTGAGE—SUFFICIENT EVIDENCE OF PAYMENT—DUTY OF SUB-MORTGAGEE TO REQUIRE EXTRINSIC EVIDENCE OF PAYMENT—NOTICE BY SUB-MORTGAGEE TO MORTGAGOR—ALTERATION OF STATE OF ACCOUNT BETWEEN MORTGAGOR AND MORTGAGEE BEFORE NOTICE.

A person taking an assignment from a solicitor of property assigned or conveyed to the solicitor by his client in the transaction, and with notice of the relationship, is under a duty to obtain extrinsic evidence that the consideration for the property assigned or conveyed has been given.

Seemingly, the person so taking an assignment or conveyance is also under a duty to satisfy himself that the transaction was not invalid by reason of the relationship between the solicitor and his client. An assignee of an equitable interest takes subject to the state of account at the time of notice between the assignor and the debtor.

Where a sub-mortgagee took a sub-mortgage from a solicitor who had obtained the original mortgage from a client, with notice that the solicitor acted as such for the mortgagor in the mortgage, but the sub-mortgagee neither inquired for evidence extrinsic to the deed that the original advance had been made, nor gave notice of the sub-mortgage to the original mortgagor before the mortgagor became entitled to repudiate the mortgage.

Held, that the original mortgagor was entitled to set up his equity to have the mortgage avoided against the sub-mortgagee.

Bickerton v. Walker (31 Ch. D. 151) distinguished.

On or about the 27th of February, 1906, one Bloomer, a solicitor, then practising in London, being aware that a client of his, the plaintiff, was entitled to certain reversionary interests under his grandfather's will, journeyed to Stafford and called upon the plaintiff. Bloomer then represented to the plaintiff that he had been asked by another client to lend £2,500 to that client upon mortgage at 6 per cent. per annum, but that he (Bloomer) was unwilling to advance the money directly for reasons which he alleged or explained. He proposed instead that the plaintiff should lend the money on the mortgage, and for that purpose Bloomer could advance the money to the plaintiff upon the security of a mortgage of the plaintiff's reversionary interest to him (Bloomer). Bloomer would be content with his profit costs on both mortgages, while the plaintiff would obtain a profit between the two rates of interest. The plaintiff consented and Bloomer at once produced a deed already prepared purporting to be a mortgage to himself by the plaintiff of his reversionary interest for £2,500, expressed to be in consideration of that amount "this day lent by the mortgagee to the mortgagor, the receipt whereof the mortgagor doth hereby acknowledge." The deed apparently was dated the 3rd of February, 1906. The plaintiff executed the deed. No money passed nor did Bloomer lend any to the other client for the plaintiff; the other client had not asked for a loan. In fact, Bloomer was indebted to him. Bloomer had then or soon after forged the plaintiff's name to a mortgage similar to the one executed by the plaintiff and purported to transfer the (forged) mortgage to the other client, who gave notice to the plaintiff of the transfer; the plaintiff, however, did not understand the notice and only put it away in his desk. Early in April Bloomer told the plaintiff's brother that the mortgage transaction was all right, but in the same month Bloomer approached the defendant Browne for a loan upon the security of a sub-mortgage of the plaintiff's mortgage of the 3rd of February, 1906. Browne was also a solicitor and knew that Bloomer was the plaintiff's solicitor in that mortgage, but made no inquiries as to the state of account or otherwise of the plaintiff. He did, however, inquire of the trustees of the will as to whether they had received any notices of dealings with the plaintiff's reversion, and ascertained that the trustees had received notice from the transferee of the forged mortgage. On the 24th of April, 1906, Browne advanced £1,200 to Bloomer on the security of the sub-mortgage of the plaintiff's mortgage and upon another security, pending a promised clearing off by Bloomer of the forged mortgage of which the trustees had received notice. The sub-mortgage contained a recital that the principal sum of £2,500 still remained owing to the mortgagee with interest as from the 3rd of February, 1906. Bloomer absconded in June, and the plaintiff brought this action against Browne and Bloomer's trustee in bankruptcy for a declaration that the mortgage of the 3rd of February and the sub-mortgage were void.

JOYCE, J., stating the facts relating to the plaintiff's mortgage of the 3rd of February, 1906, and the sub-mortgage by Bloomer to the defendant Browne, said: Bloomer never made any advance to the plaintiff or on his behalf, his only intention, I think we may assume, was to commit a fraud for his own benefit. As between Bloomer and his client the plaintiff there never has in truth been any advance or mortgage security. In order that such security should arise it was necessary that Bloomer should advance the £2,500 or some part of it to or on behalf of the plaintiff. He never made any advance and at no time could he have recovered a single farthing against the present plaintiff upon the deed of the 3rd of February purporting to be a mortgage of his reversionary interest before mentioned. At the beginning of June, 1906, Bloomer absconded. By this time, at all events, all questions of there being any actual advance under the mortgage of the 3rd of February, 1906, as had been intended or contemplated by the plaintiff, was for ever at an end, and the plaintiff was entitled to have the mortgage deed he executed delivered up to him without payment. If this case had to be treated and considered as if the £2,500 mentioned in the deed had been actually handed to the plaintiff when he executed the mortgage and the money immediately returned to Bloomer for the purpose of being invested on the plaintiff's behalf, it would also, I think, have to be taken that Bloomer at the time when he absconded had misappropriated the money, so that the original debt of the plaintiff, real or supposed,

under the mortgage deed has thus been cancelled. Now in the circumstances there arises the question which of the two, the plaintiff or the defendant Browne, has the better equity, or, in other words, is to suffer the loss of the £1,200. As in *Bickerton v. Walker* (31 Ch. D. 151) the legal interest in the property or funds in which the plaintiff has the reversionary interest is in the trustees of the will by which the interest was bequeathed, so that the interests of the plaintiff and the defendant Browne are both equitable only, and according to Fry, L.J., in *Bickerton v. Walker* (31 Ch. D. 151, at p. 157) the real questions are: "What are the relative merits of these persons having adverse equitable interests? If the merits of the one are greater than those of the other the court will give the priority to the greater merits; if, and only if, the merits are equal, it will give the priority of right to the one who is prior in point of time." The general rule undoubtedly is that the assignee of a *chose in action* takes it subject to all the equities affecting it. The assignee gets only what the assignor could recover from his debtor by action at the date of the assignment. Consequently every prudent assignee takes care before completion of his assignment to inquire from the original debtor what is the state of account between him and the assignor, and also whether he has notice of any assignment or other charge upon the *chose in action* the subject of the assignment. In the present case the defendant Browne took his sub-mortgage without requiring any evidence in respect to the state of the account between him and his solicitor Bloomer in reference to the mortgage security or otherwise. Where upon a sale of land the purchaser has notice from the abstract or otherwise that the vendor derives title through a sale or other conveyance made in favour of one occupying a position from which undue influence would be implied, or made by a *cestui que trust* of his interest in the trust property to the trustee, it is the duty of the purchaser's advisers to point out the objections to the title and require the vendor to satisfy them by evidence that the real facts were such as to prevent the transaction from being invalid by reason of the particular relation between the parties. A similar rule applies where it appears that the vendor derives his title through a purchase by a solicitor from his client: *Spencer v. Topham* (22 Beav. 573). In *Gresley v. Mousley* (3 De G. F. & J. 433), where the case was one of an alleged purchase by a solicitor from his client, it was held by the Court of Appeal that the acknowledgment in and receipt upon the deed of conveyance were not sufficient evidence of the purchase-money having been paid. It was in that case pointed out that in the case of securities taken by an attorney from his client extrinsic evidence of the money having been actually advanced is required in order to prove the transaction to have been made *bond fide*, and the case was decided upon the ground that in this respect there was no distinction between the case of a security and the case of a purchase. Here the defendant Browne, as it is now admitted, knew Bloomer to be the plaintiff's solicitor and to have acted as such in reference to the mortgage deed of the 3rd of February, 1906. He therefore knew or must be taken to have known that this mortgage deed was of no validity unless the money which it purported to secure had been in fact advanced, or otherwise was actually due, and that any acknowledgment by receipt in or upon the deed was not sufficient evidence of this. In other words, a person taking a transfer or sub-mortgage of a security to a solicitor by his client, and having notice of the existence of that relation in the transaction, if not bound to inquire into the state of account between them at the date of the transfer or sub-mortgage, takes subject to the risk of it turning out that no advance had ever in fact been made. In my opinion, knowledge of the fact that Bloomer was the plaintiff's solicitor at the date of the mortgage and in reference thereto disentitled the defendant to place reliance upon the acknowledgment of payment or receipt in the deed if in fact he did rely upon it. The defendant Browne was, I think, put upon inquiry whether any such advance as mentioned in the mortgage deed prepared by Bloomer and taken from his client was ever made. But he altogether omitted to require evidence upon this point. The fact that Bloomer, the mortgagee, was known to the defendant Browne to have acted as the plaintiff's solicitor in reference to the mortgage security of the 3rd of February, 1906, appears to create a most material distinction between this case and that of *Bickerton v. Walker* (31 Ch. D. 151) and *Bateman v. Hunt* (1904, 2 K. B. 530). In the former case Fry, L.J., says, at p. 158: "And we are of opinion that if an assign is willing to take the risk of any payment having been made after the date of the mortgage, he is not guilty of carelessness or negligence if, in the absence of any circumstances to arouse suspicion, he relies upon the solemn assurance under the hand and seal of the mortgagor as to the real bargain carried into effect by the mortgage deed, upon the possession of that deed by the mortgagee, and upon the receipt for the full amount of the mortgage money under the hand of the mortgagor." Here there were suspicious circumstances, or at all events, which comes to the same thing, there was a known fact the knowledge of which put the defendant Browne upon inquiry and disentitled him without other and satisfactory evidence to rely upon the statement in the mortgage deed or to assume the truth of the recital in the sub-mortgage that the principal sum of £2,500 still remained due. If the decision in *Bickerton v. Walker* (31 Ch. D. 151) does not govern the present case it appears to be clear that Bloomer could not give the defendant Browne a better security or more than he himself possessed, and the plaintiff has the better equity. Further, the defendant Browne did not think it worth while, or, at all events, omitted to give any notice of his sub-mortgage to the plaintiff. In fact the plaintiff never heard of it until after Bloomer had absconded, by which time, as I have already pointed out, the plaintiff was entitled to have the mortgage security such as it is delivered up to him without payment. Even now no formal notice of the sub-mortgage has been given to the plaintiff, but of course he heard of it soon after Bloomer had disappeared, when the legal advisers of the several parties got into communication and began to discuss the situation. But to cite

another passage from the judgment in *Bickerton v. Walker* (31 Ch. D. 151, at p. 158), "An assignee of a mortgage" (the case would be the same with a sub-mortgage) "is affected by all transactions which may have taken place between the mortgagor and mortgagee subsequently to the mortgage, and the assignee is bound to give credit for all moneys received by his assignor before he has given notice of the assignment to the mortgagor." At the time when the plaintiff first heard of the sub-mortgage Bloomer had no claim of any sort or kind against the plaintiff under the fraudulent mortgage of the 3rd of February, 1906. If it had ever existed as a security at all it had I think been discharged. The result is, therefore, that the plaintiff is entitled to succeed. The learned judge made a declaration that neither the alleged sub-mortgage nor the mortgage were of any effect against the plaintiff, and gave a direction to re-assign at the plaintiff's cost, each party to bear his own costs of the action.—COUNSELL, Younger, K.C., and John F. Harman; Hughes, K.C., and J. D. Israel; Ward Coldridge. SOLICITORS, Charles F. Ingram; Karuth, Browne, & Ottaway; Weatherley & Co.

[Reported by A. S. OPPÉ, Barrister-at-Law.]

High Court—King's Bench Division.

REX v. MARSHAM. *Ex parte CHAMBERLAIN*. Div. Court. 19th June.

MOTOR-CAR—SPEED LIMIT FIXED UNDER THE ACT—EXCEPTIONS TO INDORSEMENT OF LICENCE—REGULATIONS MADE BY THE COMMISSIONERS OF WORKS UNDER THE PARKS REGULATION ACT, 1872—FIRST OFFENCE—INDORSEMENT OF CONVICTION ON LICENCE—CERTIORARI—MOTOR-CAR ACT, 1903 (3 Ed. T. C. 36), ss. 4, 9.

By section 9 of the Motor-car Act, 1903, twenty miles an hour on a highway is fixed as the speed limit, and provision is made for any conviction for an offence in connection with the driving of a motor-car being indorsed on the licence, except the conviction for a first or second offence consisting solely of exceeding any limit speed as fixed under that Act. The Commissioners of Works made regulations under the Parks Regulation Act, 1872, limiting the speed in parks to ten miles. The appellant was convicted of exceeding ten miles an hour in St. James's park, and the magistrate held that, as the limitation of ten miles an hour was not fixed by the Act of 1903, the exception in favour of a first or second offence against speed driving did not apply, and he accordingly indorsed the licence.

Held, that the exception applied to any limit fixed by a competent authority to make regulations for the speed of motor-cars, and that the words in the Act of 1903 "fixed under this Act" were surplusage.

The rule for a certiorari to quash the indorsement was accordingly made absolute.

Rule nisi for a writ of certiorari to quash an indorsement on a motor-car licence of a conviction for driving a motor-car in St. James' Park at a greater speed than ten miles an hour contrary to regulations made by the Commissioners of Works on the 28th of April, 1904, under the Parks Regulation Act, 1872, and published by notice exhibited in the park. The magistrate convicted the appellant and caused his licence to be indorsed with the conviction. It was against the indorsement of the licence that the appeal was brought, the appellant never having been previously convicted of an offence in connection with the driving of a motor-car. By section 4 of the Motor-car Act, 1903, it is provided that: "Any court before whom a person is convicted of an offence under this Act, or of any offence in connection with the driving of a motor-car, other than a first or second offence, consisting solely of exceeding any limit of speed fixed under this Act . . . if the person convicted holds any licence under this Act, shall cause particulars of the conviction, and of any order of the court made under this section, to be indorsed upon any licence held by him, and shall also cause a copy of those particulars to be sent to the council by whom any licence so indorsed has been granted. . . ." Rule 3 of the rules, dated the 28th of April, 1904, made by the Commissioners of Works for St. James's and Green Parks in connection with the regulations prescribed by the Parks Regulation Act, 1872, provides that "drivers of all vehicles must conform to such orders for the regulation of traffic as may be given by the park-keepers or published by notice exhibited in the parks." Rule 4 provides that "cars propelled or drawn by mechanical means shall only be admitted subject to such regulations as may from time to time be framed by the Commissioners of his Majesty's Works and Buildings and published by notice exhibited in the parks." A notice limiting the speed of motor-cars to ten miles an hour was exhibited at the entrance to the park. In showing cause against the rule it was submitted that the words of the Motor Act were so wide that indorsement must follow the conviction, as the appellant had been convicted of an offence in connection with the driving of a motor-car, other than a first or second offence consisting of exceeding a speed limit fixed under the Motor-car Act, 1903. The speed limit in this case was fixed under the Parks Regulation Act, 1872, and the exception in favour of a first or second offence did not apply. In support of the rule it was urged that the words "fixed under this Act" in section 4 were surplusage. It would be absurd that a court should be bound to indorse a conviction for a first offence of exceeding ten miles an hour in the park when a conviction for a first offence of exceeding twenty miles an hour in a crowded street could not be indorsed.

Lord ALVERSTONE, C.J., said the case presented some difficulty, for it would be difficult to say that the appellant had not been convicted "of any offence in connection with the driving of a motor other than a first or second offence consisting solely of exceeding any limit of: speed fixed

under the Motor-car Act, 1903." That Act prescribed by section 9 a speed limit of twenty miles an hour on a highway, and provided for the indorsement of any conviction other than a conviction for a first or second offence consisting wholly of exceeding the speed limit as "fixed under the Act." He could not think that the words of the section even as framed imposed an obligation on the magistrate to indorse a first or second offence of exceeding a speed limit of ten miles an hour in St. James' Park simply on the ground that the speed limit was fixed in some other lawful way than under the Act of 1903. It was a very strong argument in support of the rule being made absolute that a first or second conviction for exceeding twenty miles outside the park could not be indorsed, although a conviction for driving eleven miles an hour in the park had to be indorsed. He thought the appeal to have the indorsement quashed must be allowed.

DARLING and A. T. LAWRENCE, JJ., concurred. The rule was accordingly made absolute and the indorsement quashed.—COUNSEL, *G. R. Askwith*; *Avory, K.C.*, and *J. K. F. Cleave*. SOLICITORS, *The Treasury Solicitor*; *Firth & Co.*

[Reported by *ERSKINE REID*, Barrister-at-Law.]

Re AN ELECTION FOR THE BOROUGH OF WORCESTER. Ex parte WALTER CALDICOTE. Bucknill, J. 24th June.

ELECTION LAW—PARLIAMENT—ILLEGAL PAYMENTS—PAYMENTS BY PERSON NOT THE ELECTION AGENT OF THE CANDIDATE—PAYMENTS WHICH COULD PROPERLY HAVE BEEN MADE BY AGENT AND WERE DULY VOUCHERED FOR IN THE CANDIDATE'S RETURN OF EXPENSES—RELIEF—CORRUPT AND ILLEGAL PRACTICES PREVENTION ACT, 1883 (46 & 47 VICT. C. 57), s. 23.

Held, that although the payments were illegal, because made by a person who was not the election agent of the candidate, they were payments which could properly have been made by an agent, and having been made honestly, bona fide, and openly, and in ignorance of the consequences, the applicant was entitled to relief.

Application by Mr. Walter Caldicote under section 23 of the Corrupt and Illegal Practices Prevention Act, 1883, for relief from the penalties imposed by the Act in respect of the payments of various sums amounting to £101 10s. 8d. he had made, not being the election agent, on behalf of G. H. Williamson, a candidate at the election of a member to represent the City of Worcester in Parliament, on the ground that the payments were made through inadvertence or ignorance of the provisions of the Act. On the 7th of December, 1905, Mr. G. H. Williamson was selected as Parliamentary candidate for Worcester. Before an election agent was appointed he asked Mr. Caldicote, who was a great personal friend, to obtain various things which were necessary for election purposes, and he gave him £100 for the purpose. The money was expended for such purposes as the hire of a public hall, the expense of the candidate's address and the printing of leaflets and canvass books. The election took place on the 17th of January, and a return of the candidate's expenses was made and a full disclosure made of all the irregular payments made by the applicant, and vouchers were attached for all of them. In February a commission was lodged against the return of Mr. Williamson, who had been the successful candidate. The trial took place in June, and allegations of bribery were made, but the applicant was not called upon by the judges to show cause. A commission was held which made its report in November. A charge of bribery and illegal practices was made against Mr. Caldicote, and the commissioners found that he had been guilty of bribery in respect of the payment of a sum of 5s. 6d. and of an illegal practice in respect of the payment away by him of £100. From this decision the applicant appealed to Bigham, J., at the Worcester assizes, who on the evidence came to a conclusion which was in disagreement with the findings of the commissioners so far as the charge of 5s. 6d. was concerned. The learned judge, however, came to the conclusion that he had no jurisdiction to grant relief in respect of the illegal paying away of the £100, but intimated that if he had had jurisdiction he should have dealt with it generously. The present application was then made to Bucknill, J. No one appeared to oppose the application.

BUCKNILL, J., in giving judgment, said so far as he could gather, Bigham, J., came to the conclusion that Mr. Caldicote had acted with perfect honesty in the matter. He had read the affidavit filed by the applicant, and it appeared clear that these payments were made honestly, bona fide, and openly, and through inadvertence and ignorance of the consequences of so doing. The payments were all payments which could properly have been made by an election agent. He came to the conclusion that these payments, although illegal, were made under circumstances that brought them within the wording of the Act. He therefore ordered that the payment of £101 10s. 8d. made by the applicant should be an exception to the provisions of the Corrupt and Illegal Practices Prevention Act, 1883, on the ground that the said payments arose from inadvertence, and not from any want of good faith.—COUNSEL, *R. W. Coventry*. SOLICITORS, *Ford & Ford*, for *A. A. Maund*, Worcester.

[Reported by *ERSKINE REID*, Barrister-at-Law.]

Bankruptcy Cases.

Re E. & J. CROW. Ex parte COLLIER & CO. Bigham and Sutton, JJ. 18th June.

BANKRUPTCY—ACT OF BANKRUPTCY—ACQUISITION IN DEED OF ASSIGNMENT—SUPPLYING GOODS TO TRUSTEE UNDER DEED—NOTICE—BANKRUPTCY ACT, 1883 (46 & 47 VICT. C. 52), s. 4, SUB-SECTION 1 (A).

An order for goods sent by a trustee under a deed, and signed by him as trustee, is not notice to a creditor that a deed of assignment has been executed, and the

creditor is not precluded by the acceptance of such order from presenting a petition alleging such deed as the act of bankruptcy relied on.

Appeal by the debtors against a receiving order made by the registrar of the county court at Preston. Upon the 18th of March, 1907, the debtors held a meeting of their creditors which was attended by a Mr. Brett, an accountant, on behalf of a number of trade creditors, including the petitioning creditors. A proposal for the execution of a deed of assignment for the benefit of creditors was carried at the meeting, but Brett did not vote and said that he did not assent to the deed. He reported the result of the meeting to the petitioning creditors. On the 19th of March a deed of assignment was executed and a trustee appointed. On the same day the trustee sent an order to the petitioning creditors for goods to be supplied "to me as trustee of this estate" and signed the order as trustee. In reply to this order the petitioning creditors sent the trustee an invoice of the goods ordered and wrote to say that the goods were awaiting his remittance. Notice of the execution of the deed of assignment reached the creditors on the 21st of March, and on the same day the trustee sent them cash for the goods, which were delivered on the 22nd of March. On the 6th of May the petitioning creditors presented a petition alleging the execution of the deed as the act of bankruptcy relied upon. A receiving order was made upon the 4th of June, from which the debtors now appealed, and it was contended on their behalf that by accepting the trustee's order for goods the petitioning creditors had acquiesced in the deed of assignment and could not rely upon it as an act of bankruptcy.

THE COURT (BIGHAM and SUTTON, JJ.) held that the order for the goods sent by the trustee was not notice to the petitioning creditors of the execution of a deed of assignment, and that although the goods were delivered after they had formal notice of the execution of the deed, yet the contract for the sale of the goods had been completed before the receipt of notice, and the creditors were bound by such contract to deliver the goods. Appeal dismissed.—COUNSEL, *Mansfield*; *Hansell*. SOLICITORS, *W. J. E. Tremellen*, for *Fletcher & Son*, Blackpool; *Rose, Johnson, & Co.*, for *Ascroft*, Preston.

[Reported by *P. M. FRANKS*, Barrister-at-Law.]

Law Students' Journal.

The Council of Legal Education.

The following appointments have been made by the Council of Legal Education: Lecturer in Hindu and Mahomedan Law.—Mr. Leslie de Gruyther. Lecturer in Roman-Dutch Law.—Mr. W. R. Bisschop, LL.D. (Leyden). The board of examiners for the year ending the 10th of January, 1909, consists of Mr. A. F. Murison, LL.D., Mr. William Bowstead, Mr. A. H. Ruegg, K.C., Mr. J. E. H. Benn, Mr. G. H. B. Kenrick, LL.D., and Mr. Aubrey J. Spencer.

The Law Society.

The Council of the Law Society has appointed Mr. Norman H. Baynes, of Lincoln's-inn, and Mr. Maurice L. Gwyer, of the Inner Temple, to the vacant tutorships in connection with the society's teaching system. Mr. Baynes, who took his degree from New College, Oxford, was awarded the Lothian Prize in 1901 and the Arnold Prize in 1903. He was a pupil of Mr. Justice Parker. Mr. Gwyer is a Fellow of All Souls' College, Oxford, and a prizeman of the Council of Legal Education. He was a pupil of Mr. Maurice Hill.

Legal News.

Appointments.

MR. ALBERT ROMER MACKLIN, barrister-at-law, has been appointed a Revising Barrister on the South-Eastern Circuit, in succession to the late Dr. J. W. Cooper.

MR. A. E. PATERSON, solicitor, of the firm of Dendy & Paterson, of 5, Cross-street, Manchester, and of Altrincham, has been appointed a Commissioner to take Acknowledgments of Married Women.

Changes in Partnerships.

Dissolution.

JOHN MOY EVANS and STEPHEN WALTER THOMAS, solicitors (Moy Evans & Thomas), Swansea. June 24. [Gazette, June 25.]

General.

The forty-first meeting of the Bankruptcy Law Amendment Committee was held on the 19th inst. at the Royal Courts of Justice, Mr. Muir Mackenzie (the chairman) presiding. Evidence was given by Mr. William Evans, the present Inspector-General in Bankruptcy, who has had a wide experience of the administration of insolvencies all over England and Wales, and explained to the committee his personal views on the questions referred to the committee, and also dealt with the points which have been submitted to the committee in a memorandum by the Board of Trade.

It is stated that a number of members of the Belgian bar are coming over to this country on July 1st. They will be entertained by their English confrères, and will visit the Inns of Court and the Central Criminal Court.

The following advertisement, says the *Evening Standard*, appears in a morning paper:—"Barrister, with large commercial experience, good linguist, age fifty, extensive traveller, will act as negotiator, arrange business disputes; acts in a strictly confidential capacity for a good business firm in most parts of the world. Highest bankers' and other references given and required."

Mr. Justice Channell, on the 19th inst., had a maiden assize at Appleby, Westmorland, and was presented with white gloves. In his charge to the grand jury, the learned judge, alluding to the changes in the assize system in contemplation, said he did not think the assizes should be abolished anywhere. A simpler plan would be for judges to refrain from going to a county on occasions when there happened to be no business. That would be preferable to abolishing assizes, because cases were much better tried locally.

Mr. E. K. Blyth, says a writer in the *Globe*, has been nominated for the office of president of the Law Society, and, since no other candidate has been nominated, his election is assured. Mr. Blyth, who is the senior member of a well-known City firm of solicitors, has spent over half a century in the profession. He was elected a member of the Council twelve years ago, and has taken a leading part in keeping the familiar question of the Long Vacation before the society. In the office of vice-president he will be succeeded by Mr. J. S. Beale, who recently resigned the post of solicitor to the Midland Railway Co. to become a director. It has already been arranged that Mr. Beale, when in due course he reaches the position of president, will deliver his presidential address at Birmingham. Mr. Blyth is less fortunate. The Law Society will not hold its usual meeting in the provinces this year.

The Married Women's Property Bill, prepared on instructions of the Council of the Law Society, passed through Standing Committee A of the House of Commons on Monday. Mr. Bertram proposed a number of verbal or drafting amendments with the object of making the language of the Bill identical as far as possible with that of the Acts the Bill is intended to amend. Mr. Micklem pointed out that the language of the Bill had been carefully considered in the House of Lords by the late Lord Davey and by the present and late Lord Chancellors. Mr. Napier suggested that the difference in language between this and the earlier Married Women's Property Act was in itself calculated to raise doubts and difficulties of legal construction, and said he should be happier if he could be assured that there were sound reasons for the variation in language. The Attorney-General for Ireland said that, if the terms of the Bill had been carefully considered by eminent legal authorities, it would be rash of this Committee in such delicate matters to alter them, and accordingly he threw the weight of his authority against the proposed amendments. Eventually, says the *Times*, the amendments were either withdrawn or negatived, and the Bill was ordered to be reported.

In moving the third reading of the Statute Law Revision Bill, the Lord Chancellor said that he had about five pages of amendments to move in relation to the provisions of the measure which had been brought in upon the recommendation of the Statute Law Revision Committee, and the revised edition of which came down to 1886. For the purposes of this Bill it was proposed to bring the revision down to 1900. It had always been the practice to send out the contemplated alterations to the parties concerned and to invite their recommendations upon them. The Bill had been sent to the different departments, and he had now received the amendments proposed on their suggestion. The amendments were entirely and solely for the purpose of actually representing what the law was in view of the repeals and qualifications which had been added by more recent legislation. The matter was extremely technical, and there was not the least ground for supposing that any alteration was made in the law. It was intended merely to have a faithful record of what the statute law was. He therefore proposed to move, with the permission of the House, all the amendments *en bloc*. This suggestion was agreed to, and the amendments were incorporated in the Bill.

Mr. Justice Walton, says the *Times*, in the course of his charge to the grand jury at Winchester last week, remarked that with regard to the waste of time on circuit and the delay in the trial of actions in the King's Bench Division, there was much misconception. Under the present system the dates of the assizes were necessarily fixed upon an estimate of the average amount of business at each assize town. It followed from this that there were sometimes at some places days to spare, and time was in this way sometimes wasted; but at other places the time allowed was insufficient, and the court had to sit very long hours, so that in the general result the actual loss of time was inconsiderable. But undoubtedly such a state of things was not satisfactory, and involved considerable inconvenience to the public. It was difficult to see how this could be remedied without a change in the present circuit system. With regard to the effect of circuit arrangements upon business in London, he was quite satisfied that, with the existing circuit system, and with the present staff of judges, it was extremely difficult—he might, perhaps, say impossible—to make satis-

factory arrangements for the regular and continuous and convenient despatch of business in London. But the result of this was not so much delay as uncertainty and irregularity in the trial of actions. There was some misconception as to arrears in the King's Bench Division. A consideration of the lists would show that there was no great delay in the trial of actions. The fact was that the delay and difficulty which at present very seriously impaired the usefulness of the courts were due mainly to the great multiplicity of appeals and the consequent pressure of business in the Court of Appeal. However speedily an action was brought on for trial, an unsuccessful litigant could postpone the ultimate decision for many months by appealing to the Court of Appeal. Whether some change could be made in the circuit system by which time could be saved and unnecessary expense prevented was a question rather for the Legislature than for the judges. The circuit system had great advantages, and no important change should be made in that system without very careful consideration.

The Criminal Appeal Bill has been under the consideration of Committee B of the House of Commons. The chief changes made are as follows:—The Attorney-General accepted an amendment by Sir E. Carson providing that the judges of the Court of Criminal Appeal should be judges of the King's Bench Division. Clause 1 contains a provision that if the Lord Chief Justice so directed the court might sit in two divisions. Mr. Rawlinson proposed that the final words should be "two or more" divisions, and this was accepted by the Attorney-General, and agreed to. An important discussion, says the *Times*, arose on sub-section 4, which provides that the judgment of the court should be according to the opinion of the majority, and should be delivered by the president or some other one judge nominated by him, no other member of the court being allowed to pronounce a separate judgment. Mr. Rawlinson moved the omission of this sub-section. Some of the most powerful judgments on points of law had been minority judgments. The Attorney-General said it was important that the judgment of this tribunal should have the greatest possible authority. The precedent followed was that of the Privy Council, of whose divisions the world knew nothing, their judgment being the judgment of the majority. The newspaper criticism which might be raised by a single dissentient judgment would largely counteract the advantage of this legislation. In the course of discussion, Sir W. Anson pleaded that a distinction might be drawn between judgments on matters of law and on matters of fact. A strong dissentient judgment might well lead to a necessary change in the law. Although the Privy Council were not entitled to express any dissentient judgment, their judgments were not binding on their successors. Mr. Evans urged the Attorney-General to consider the point raised by Sir W. Anson. Sir E. Carson hoped the sub-section would be retained. It would often be difficult to distinguish between judgments founded on law and on fact. It ought never to be allowed to leak out that there was any division in the Court of Criminal Appeal. After further discussion, the Attorney-General said he would like the point to stand over for settlement later. He recognised that questions of law of enormous importance might arise, such as those affecting, for instance, criminal jurisdiction over the three-mile limit, where the individual opinions of judges might be expressed without endangering the administration of justice in particular cases. It might be possible to except from the sub-section cases where, in the opinion of the court, there was any question of law on which it would be convenient that separate judgments should be allowed. Mr. Rawlinson, while not resisting the Attorney-General's suggestion, challenged division on the whole sub-section, which was retained by thirty-three votes to two, and the clause was agreed to on the understanding that the Attorney-General would bring forward his amendment hereafter. On the 21st inst. Mr. Rawlinson took exception to the provision in Clause 13, that the time when a prisoner in custody was specially treated as an appellant should not count as any part of his sentence. It was not fair that any delay in dealing with his appeal, a delay due to no fault of his own, should serve to increase his penalty. He moved to omit this provision. The Attorney-General said the appellant in the case under consideration would be treated like a prisoner awaiting trial. The amendment would encourage appeals for the mere purpose of escaping hard labour. Lord R. Cecil thought some discretion should be given to the judges to consider some reduction of the sentence in view of the imprisonment while the appeal was pending, as the extension of sentence might be a hardship not only to the prisoner but to others dependent on him. The Attorney-General thought the court might have this power under the Bill as it stood, but, regarding the suggestion as valuable, he would consider the question before report. The amendment was withdrawn. On the Attorney-General's motion a sub-section was added to Clause 15 to provide for the summary disposal of frivolous and vexatious appeals. To the Rule Committee constituted by Clause 18 (Rules of Court) were added, on the motion of the Attorney-General, a chairman of quarter sessions appointed by a Secretary of State, a clerk of the peace, and a solicitor appointed by the President of the Law Society for the time being. On the motion of Lord R. Cecil there was also added "a barrister to be appointed by the General Council of the Bar." On the Attorney-General's motion there was added to Clause 20 a provision that in appeals on a question of law alone the court may decide that the procedure under the Crown Cases Act, 1848, should be followed, and require a case to be stated accordingly under that Act.

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Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE OF				
Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice KEENEWICK.	Mr. Justice JOYCE.
Monday, July	1 Mr. Beal	Mr. Leach	Mr. King	Mr. Farmer
Tuesday	2 Farmer	Greenwell	Church	Beal
Wednesday	3 Carrington	Leach	Church	Beal
Thursday	4 Pemberton	Greenwell	Church	Beal
Friday	5 Church	Leach	King	Farmer
Saturday	6 King	Greenwell	Church	Beal

Date	Mr. Justice SWINFEN HADY.	Mr. Justice WARRINGTON.	Mr. Justice NEVILLE.	Mr. Justice PARKER.
Monday, July	1 Mr. Porter	Mr. Pemberton	Mr. Goldschmidt	Mr. Theod
Tuesday	2 Bloxam	Carrington	Theod	Goldschmidt
Wednesday	3 Porter	Pemberton	Goldschmidt	Bloxam
Thursday	4 Bloxam	Carrington	Theod	Goldschmidt
Friday	5 Porter	Pemberton	Goldschmidt	Greenwell
Saturday	6 Bloxam	Carrington	Theod	Leach

Winding-up Notices.

London Gazette.—FRIDAY, JUNE 21.
JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ANGLO-FRENCH AND AMERICAN CORPORATION, LIMITED—Peta for winding up, presented June 18, directed to be heard July 2. Shillard & Co., 21, Leadenhall st., solers for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 1.

CHESTERTON GAS LIGHT CO., LIMITED—Creditors are requested, on or before July 23, to send their names and addresses, and the particulars of their debts or claims, to Edward Hollinshead, Tunstall, solers for liquidators.

REHBIT AND TRADING CO., LIMITED—Creditors are requested, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to James McLaren, 24, Brook's alley, Liverpool, liquidator.

FARMERS' SUFFY ASSOCIATION (WALSHPOOL), LIMITED—Creditors are requested, on or before August 17, to send their names and addresses, and the particulars of their debts or claims, to Alfred Adolphe Manbre, 14, Blackstock st., Liverpool, liquidator.

INDUSTRIAL AND BANKING ISSUE CORPORATION, LIMITED—Creditors are requested, on or before July 24, to send their names and addresses, and the particulars of their debts or claims, to William Henry Pannell, 13, Basinghall st., Parker & Richardson, New Broad st., solers for liquidator.

KENT JAN CO., LIMITED—Peta for winding up, presented June 18, directed to be heard July 2. Andrew & Co., 6, St James st., Bedford row, for Hewitt, Barnsley, solers for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 1.

LONDON STANDARD MOTOR OMNIBUS CO., LIMITED—Peta for winding up, presented June 19, directed to be heard July 2. Clifford & Co., Finsbury pyment, solers for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 1.

London Gazette.—TUESDAY, JUNE 25.
JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

EDWIN J BRETT, LIMITED (IN LIQUIDATION)—Creditors are requested, on or before July 15, to send their names and addresses, and the particulars of their debts or claims, to Arthur Vanheusen Mann, 6, West Harding st., Fetter Ln, liquidator.

E J RAYBOLD & CO., LIMITED—Peta for winding up, presented June 22, directed to be heard at Cockermouth, July 5, at 10.30. Milburn, Workington, for Ledgard & Smith, Fleet st., solers for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 4.

FOLDAL SYNDICATE, LIMITED—Creditors are requested, on or before July 20, to send their names and addresses, and the particulars of their debts or claims, to Stanley Howard Bersey, 41, Coleman st., liquidator.

HUGHES & MAILE, LIMITED—Creditors are requested, on or before July 12, to send their names and addresses, and the particulars of their debts or claims, to Edward Macaulay, 250, Knutsford rd., Warrington. Roberts, solers for liquidator.

KYOL MINES, LIMITED—Peta for winding up, presented June 20, directed to be heard July 9. Nicol & Co., Lime st., solers for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 6.

M.P. SYNDICATE, LIMITED—Creditors are requested, on or before July 25, to send their names and addresses, and the particulars of their debts or claims, to Henry St. John Hodges, Finsbury House, Blomfield st. Mayo & Co., Draper's gins, solers for liquidator.

PATENT EXPLOITATION, LIMITED—Peta for winding up, presented June 22, directed to be heard at the Court House, Government Buildings, Victoria st., Liverpool, July 12. Parker & Co., Cornhill, solers for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 11.

RAYNES LIBRARIES, LIMITED—Creditors are requested, on or before July 26, to send their names and addresses, with a statement of their claim, to H A Allison, 85, Gresham st., liquidator.

STANLEY & CO., LIMITED—Creditors are requested, on or before July 20, to send their names and addresses, and the particulars of their debts or claims, to Stanley Howard Bersey, 41, Coleman st., liquidator.

WARRINGTON FISH AND GAME CO., LIMITED—Creditors are requested, on or before July 12, to send their names and addresses, and the particulars of their debts or claims, to Edward Macaulay, 250, Knutsford rd., Warrington. Roberts, solers for liquidator.

WEST OF ENGLAND LEATHERS CLOTH CO., LIMITED—Peta for winding up, presented June 21, directed to be heard at the County Court Hall, Frome, July 9. Ames & Son, Frome, solers for petners. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of July 8.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, JUNE 11.

BATTEN, SUSAN, GOUGHAVEN, PETERBURY, CORNWALL July 13 Hancock, 81 Agnes, Cornwall

BLAKE, WILLIAM, LAWTON, WAREHOUSEMAN July 15 Biddle & Co., Aldermanbury

BLANKINSHIP, THOMAS, NEWCASTLE UPON TYNE, BUTCHER July 23 Gibson, Newcastle upon Tyne

BOND, ELLEN, BLACKPOOL July 15 Ascroft, Blackpool

BRADLEY, JOHN, HYDE, CHESTER July 10 Knowles & Son, Hyde

BROOKS, GEORGE FREDERICK, CHATTERIS, CAMBRIDGE, FARMER July 6 Raston, Chatteris

BROWLER, SAMUEL, NEWCASTLE UPON TYNE Aug 1 Dransfield & Nelson, Newcastle upon Tyne

BURTON, LOUISA EDITH, BILING July 31 Pilley & Mitchell, Bedford row

BURBY, JAMES, BIRMINGHAM, FORAGE CONTRACTOR July 18 White, Birmingham

CAIRD, WILLIAM EDWARD, ST LEONARD'S ON SEA July 5 Langham & Co, Hastings

CATER, RICHARD EVANST, BATH July 13 Shum, Bath

CLARK, JOHN, SHEFFIELD, PAINTER July 20 Barker, Sheffield

CLARK, HANNAH, GRANDBOROUGH, BACKS July 12 R. Clarke, FCI3, Fletching rd, Clapton

CLARK, MARIA ANNE, BIRKENHEAD July 12 Banks & Co, Liverpool

COLLINS, CHARLES ARTHUR, RYDE, I OF W July 1 Coleman, Ryde, IW

COLLINS, JAMES, AVONDALE SQ, OLD KENT RD July 13 Shales & Co, Bedford row

CORWAT, EDWIN CHARLES, HYDENHAM July 11 Hickman, Basinghall st

CRESSWELL, MARY ANN, GUNTHORPE, NOTTS July 1 Barlow, Nottingham

DIXON, TOM, SHIPLEY ON THAMES, WHOLESALE STATIONER July 20 Arthur, Queen Victoria st

DOW, JANE, TOTTENHAM PARK, LIVERPOOL June 21 Stunter, Liverpool

EDWARDS, ELLEN GEORGIANA, NORWICH July 6 Preston & Son, Norwich

EDWARDS, ROBERT, Llangollen July 3 Minshall & Co, Llangollen

ELLIOTT, ELIZABETH, ATKINS RD, CLAPHAM PK July 21 Aldis, Basinghall st

FORMAN, THOMAS, SPARKHILL, WORCESTER, GROCER July 18 White, Birmingham

GARLE, JOHN, CHICHESTER Aug 1 Beachcroft & Co, Theobalds rd

GARLE, LOUISA, CHICHESTER Aug 1 Beachcroft & Co, Theobalds rd

GORE, JOHN, SUITON, SUITRY July 30 Spencer & Co, Green st, Cheshire

GARREWAY, HENRY CLARKE, BERTSWELL, WARWICK, FARMER July 30 Hughes, Kenilworth

HARPER, CAROLINE SARAH, WILTSHIRE RD, BRISTOL July 17 Newton & Co, Finsbury circus

HENNING, SIR AUGUSTUS WILLIAM LAWSON, GCMG, CLEVELAND SQ, HYDE PARK July 23 Bellord & Co, Queen Victoria st

HIGGS, WILLIAM, PHIPPSVILLE, NORTHAMPTON July 15 Burnham & Co, Wellingborough

HILL, JOHN FRANCIS, SHEFFIELD, GROCER July 31 Rodgers & Co, Sheffield

HINERT, CHARLES THOMAS, PAIRFAY, WALMSLEY, ENGINE DRIVER July 16 Platt, Walsall

HUMPHREY, ELIZABETH, BARNSTAPLE, BARNSTAPLE July 20 Spencer & Co, Green st, Cheshire

HUNT, FREDERICK PRATT, LIVERPOOL, ADVERTISING AGENT Aug 15 Tyner & Co, Liverpool

JUFF, CAROLINE, HOVE, SUSSEX July 1 Rubinstein & Co, Raymond bldg, Gray's inn

KELLY, JAMES WHITBY, BRISTOL, LICENSED VICTUALLER July 13 Slinnott & Son, Bristol

MCINTYRE, ELIZABETH ANN, CROSBURY PARK SOUTH July 1 Bruce & Co, Basinghall st

MARTIN, SUSANNAH WILLET, PLYMOUTH July 8 Shelly & Johns, Plymouth

MILLS, AMELIA, WIRTEMBERG ST, CLAPHAM COMMON July 13 Michell, Wellington, Somerset

MOORE, MARY ANN TULLY, MAYFIELD, SUSSEX, BUILDER July 19 Andrew & Chale, Tunbridge Wells

NEEDHAM, MARY, BROCKLEY VIEW, FOREST HILL July 8 Marsden & Co, Old Cavendish st, Cavendish sq

O'CONNOR, THOMAS BROWNE, ARLINGTON ST, PICCADILLY July 17 Preston, Coleman st

ORREN, MAGNUS, GARLIE'S RD, FOREST HILL, CIVIL ENGINEER July 6 Girling, Furnival st, Holborn

PALFREY, HENRY, DERBY, FISH DEALER July 6 Henry, Derby

PARKER, MARY, SHEPHERD'S BUSH July 15 Woodburn & Holmes, Liverpool

PAULIER, JAMES, WESTON SUPER MARE July 15 Smith & Sons, Weston super Mare

QUINLIYAN, MARTIN JOHN, MELBOURNE, AUSTRALIA, BOAT OWNER July 11 Davis, New sq, Lincoln's inn

RICHARDS, REV DAVID, SELBY June 30 Allistons & Davey, Bedford row

SENIOR, WILLIAM GIBSON, BLACKBURN, DRAPER July 8 Gibson, Wigan

SLADE, MAJOR GENERAL JOHN RAMSAY, RHAYADER, RADNOR July 31 Sladen & Wing, Delahay st

STOCKER, DAVID, SANTOS RD, WANDSWORTH July 23 Sloper & Co, Putney hill

SWICK, CHARLES EDWARD, SWANSEA July 15 Erick & Co, Swansea

SWALE, FRANK, SOUTHPORT Sept 1 Wilnot & Hodges, Southport

SWINE, ELIZABETH, LAYTON, YORKS July 13 Edmundson & Gowland, Ripon

THOMPSON, SIMON, MIDDLESBORO, YORKS July 13 Edmundson & Gowland, Ripon

WARD, MARY, LIVERPOOL July 1 Bell, Liverpool

WATSON, THOMAS, LONDON July 17 Jenkins & Co, Poultry

WHITTING, EDWARD MORGAN, WESTON SUPER MARE July 15 Smith & Sons, Weston super Mare

WOOD, MATTHEW WORTHING July 20 Arthur, Queen Victoria st

London Gazette.—FRIDAY, JUNE 14.

RAILEY, JOHN EDWARD, DONCASTER, LICENSED VICTUALLER July 14 Pye, Doncaster

BAKER, HANNAH CHARLOTTE, NORTH SIDE, CLAPHAM COMMON July 13 Freshfield, Old Jewry

BALLS, HARRIET, WEELEY, ESSEX June 22 Howard & Co, Colchester

BEST, WILLIAM, CONSETT, DURHAM July 1 Booth & Laseby, Newcastle upon Tyne

BETTS, KATHERINE HARRIET, WORTHAM, SUFFOLK Aug 5 Lawton & Co, Eye

BROOKES, CLIFFORD, JAMES, NIGHTINGALE IN, CLAPHAM COMMON July 12 Lee & Pemberton, Lincoln's inn fields

COODY, JOSEPH GRIGO, ST ENDRELLION, CORNWALL, MASTER MARINER July 12 Carlyon & Stephens, St Austell, Cornwall

D'AMBREKENIL, BENEDICT HENRY, GAINSBOROUGH GINS, HAMPTHEAD, INSURANCE BROKER July 21 Ince & Co, Fenchurch st

DEAN, THOMAS, LOVECLOUGH, RAWTENTALL, LANCE July 13 Whitaker & Hibbert, Hestingham

DESHAM, THE HON AND REV LEWIS WILLIAM, WILLIAM RECTORY, ST HITCHIN July 31 Wright, Hitchin

EACOTT, EMMA, BAGSTONE, WICKWAK, GLOS Aug 12 Burgess & Sloan, Bristol

EVANS, DAVID, BAGLAN, MON June 31 Gardners & Heywood, Abergavenny

FISCHER, JOHN, PLIMMSTAD, BEER RETAILER July 1 Sampson, Woolwich

GABERT, MARY LOUISA CAROLINE, SUNNINGHILL, ASCOT July 12 Lee & Pemberton, Lincoln's inn fields

GARROD, HENRY JOHN, EYE, SUFFOLK, WHEELWRIGHT July 24 Lawton & Co, Eye

GARTON, WILLIAM, WELLINGTON RD, SOUTH HOUSDALE, DOCTOR July 31 Nicholson & Crouch, Surrey st, Strand

GER, ANN, LITTLE SHELFORD, CAMBRIDGE Aug 1 Eaden & Co, Cambridge

GREEN, REV EDWARD DYER, BROMBOROUGH RECTORY, CHESTER July 11 Hunter & Haynes, New sq, Lincoln's inn

GREEN, SARAH, BROMBOROUGH RECTORY, CHESTER July 11 Hunter & Haynes, New sq, Lincoln's inn

HENK, CATHERINE, DEGNADY, CARMARON July 20 Crofton & Co, Manchester

HENNING, HARRY BAGSHAW, NEWCASTLE UPON TYNE, BANK CASHIER Aug 1 Dixon, Gateshead

HORMAN, JOHN GEORGE, FLOUGH RD, BOTHERHITHE July 26 Fairfoot & Co, Clement's inn, Strand

HOUGHTON, ALICE, STOCKTON HEATH, CHESTER July 13 Davies & Co, Warrington

JAMES, JANE HARRIET, IRENE RD, FULHAM July 12 Pettiver & Parkes, College hill

KELL, WILLIAM HENRY, LEADS, BUILDER July 27 Ford & Warren, Leeds

LAKK, RICHARD, WOODBURY, DEVON, SHOEMAKER July 15 J & S F Pope, Exeter

LORD, MARY, WEAVER, ST MANCHESTER July 27 Standing & Co, Rochdale

LURE, CHARLOTTE COLE, REDCLIFFE ST, SOUTH KENSINGTON Aug 1 Hooker & Co, Plymouth

LUTHER, STEPHEN, WALLIS DOWN, DOMET, FARMER July 15 Salt, Bournemouth

MARTIN, EMMA, SALFORD, LANCE July 20 Collett & Co, Manchester

MARTIN, RICHARD, CONNALL'S QUAY, FLINT, MASTER MARINER July 1 Hughes & Hughes, Flint

MAUIER, LEWIS GEORGE, KING'S NORTON, WORCESTER, SCHOOLMASTER July 1 Perry & Co, Birmingham

MILWARD, SARAH, FISKERTON, FISKERTON cum MORTON, NOTTS July 31 Stenton & Metcalfe, Southwell

NAYLOR, JOHN, CHESTERFIELD, BANK MANAGER July 31 Shipton & Co, Chesterfield

NORTON, STONEY, SELLY PARK, SHOE FACTOR June 27 Jacques & Sons, Birmingham

PIDGROW, JAMES COBB, Birchington on Sea, Kent July 31 Ashurst & Co, Throgmorton av
 POOLE, CORNELIUS HANCOCK, Weston super Mare July 6 Baker & Co, Weston super
 Mary
 POTT, ELIZABETH BAUNDETT, Mace Shoshone, Idaho, U S A Aug 31 Lingard & Gaunt,
 Manchester
 ROBERTS, SUSAN, Bangor July 31 Jones, Bangor
 ROBERTS, CHARLES WALTER, Helgham, Norwich July 31 Boyce, Norwich
 ROBERTS, MATILDA, Eidsdon, Northumberland July 11 Pybus & Sons, Newcastle upon
 Tyne
 STANDARD, THOMAS, Tranmere, Chester July 10 Edward Standard, 34, Hamilton st,
 Birkenhead
 STILES, EDMUND, Bath Aug 1 Withy, Bath
 STILES, MARY ALICE, Bath Aug 1 Withy, Bath
 STOTHARD, ELEANOR, Monkton, nr Jarrow July 3 Young, South Shields
 UPWARD, JOHN, Leicester sq, Bayswater July 15 Hyman & Co, Basinghall st
 VILAIN, HENRI, New Malden July 15 Marsh & Co, Essex st, Strand
 WATERS, ISAAC, Leyland, Chichester, Farmer Aug 12 Wickes & Knight, Union ct, Old
 Broad st
 WHEAT, THOMAS, Preston, Incorporated Accountant July 7 Jukes, Preston
 WILLIAMS, JOSEPH, Greditch, Olveston, Glos, Farmer July 1 Crossman & Co,
 Thortbury
 WOODLAND, REV CLEMENT COLLEY, East Grinstead June 29 Hughes, East Grinstead
 WRIGHT, WILLIAM GUYVER, Kaling, Coachbuilder July 20 Barnes, Walm in, Cricklewood

London Gazette.—TUESDAY, JUNE 18.

AIDE, CHARLES HAMILTON, Ascot July 30 Finch L Jennings, Gray's inn sq
 ALLENBURY, LUFMAN, Brooklyn County of Kings State of New York, U S A July 18
 Tippetts, Maiden in, Queen st
 ASHURST, ELIZA, Cheltenham July 23 Kearnagey, Cheltenham
 BAILEY, JOSEPH, Doncaster, Farmer July 13 Walker, Dewsbury
 BALL, MARY ANN, Cordova rd, Bow July 18 Williams, King William st
 BARON, EDWARD, Hove, Sussex July 31 Leonard & Pilditch, Bishopsgate
 BEREFOOT, JOSEPH, Belper July 13 Bereford, Catford
 BIRCH, LEWIS HENRY, Ramleh, nr Alexandria, Egypt July 15 Field & Co, Lincoln's inn
 fields
 BIRT, LOUISA CUNNINGHAM, Peckham July 15 Cross & Sons, Lancaster pl, Strand
 BRICE, REV GEORGE EDWARD, Weston super Mare July 20 Carnegie, Bucklersbury
 BRISTOW, GEORGE, Kingston on Thames, Coal Merchant July 20 Sherrard & Sons,
 Kingston on Thames
 BROWNELL, GEORGE, Birkenhead, General Merchant July 31 Rutherford, Liverpool
 BURROWS, ESTHER, Withnell, Lancs July 16 Norton & Howe, Manchester
 BURROWS, JAMES, Anderton, Lancs July 16 Norton & Howe, Manchester
 BURY, JOHN HENRY, Accrington, Manufacturing Chemist July 13 Broughton & Broughton,
 Accrington
 BUTLER, WILLIAM, Walsall, Home Manufacturer Aug 12 Evans, Walsall
 CONBOLD, FRANCES PHILLIPS, Worthing July 31 Horton, Edgware rd
 CORNFORTH, GEORGE FREDERICK, Hall Green, Yardley, Worcester, Corn Merchant July 20
 Walhall & Pritchard, Birmingham
 DAVIS, MARY COLLINS, Tynwaly rd, Fulham July 19 Byrch & Co, Evesham
 DIXON, CHARLES, Beverley, Yorks July 22 Andrew & Thompson, Lincoln
 LUKAS, AMELIA MARY, Caversham, Oxon July 15 Dumas, South sq, Gray's inn
 FARQUHAR, WILLIAM, Liverpool, Master Mariner July 23 Lloyd, Liverpool
 FISHER, JAMES, Ridgeway, Derby July 31 Benson & Co, Sheffield
 FLAVELL, FRANK KILBOURN, Mountcortel, Leicester, Licensed Victualler July 19 Burgess,
 Leicester
 FOSTER-MELLISH, WILLIAM MELLISH, Deddington, Oxford July 24 Evans & Co, Gray's
 inn sq
 GREENWOOD, SARAH, Luddenden, Halifax July 8 Day, Halifax
 GUNNING, ELLEN, Little Newton, Chester July 9 Laces & Co, Liverpool
 HAMILTON, EMMA, Heaton Chapel, Stockport July 20 Toner & Dell, Teignmouth
 HATKOH, HEINRICH, Berlin, Merchant July 13 Plunkett & Leader, St Paul's church
 yard
 HEFORTH, ELEANOR, Grange over Sands, Lancs July 8 Taylor & Son, Barrow in
 Furness
 HETES, RICHARD WEBSTER, Walton, Liverpool July 29 Brighouse & Co, Liverpool
 HILLYARD, ROBERT, MAXWELL THOROTON D'ARCY, Avonholes, Mancha, France July 18
 Fowler & Co, Bedford row
 HOCKING, CHARLES COURTNEY, Helston, Cornwall, Auctioneer July 22 Tyacke, Helston
 INGRAM, JANE, Handchurch, Treadham, Staffs July 15 T & E Slaney, Newcastle, Staffs
 JACKSON, ANN, Leyland July 23 Rawthorn & Co, Preston
 JENKIN, THOMAS, Truro, Surveyor July 31 Jenkin, Redruth, Cornwall
 JONES, DAVID, Cwmnach, Aberdare July 20 G & W Kenahole, Aberdare
 KIRKBRIDE, EMILY ELIZABETH, Weston super Mare July 24 Ford, Weston super Mare
 LUSCOMBE, HARRIET LOUISA, Clevedon, Somerset July 15 Barham & Watson, Bridgwater
 McDONNELL, SARAH HANNA, Bonnet rd, Hackney July 24 James & Co, Coleman st
 MARSH, HENRY, New Brumby, Lincs July 11 Leatham & Co, Wakefield
 MORTON, HENRY, Stalybridge, Brass Finisher July 27 Innes, Stalybridge
 MUNDY, CAROLINE, Tettenhall, Staffs July 15 Restall & Co, Birmingham
 PARKER, LOUIS HOBARD, Wood vale, Forest hill July 15 James & James, Ely pl,
 Holborn circus
 PRASITON, CHARLES, Southsea July 26 Talbot-Palmer, Gosport
 RACAGNO, LUCIANO ALLEMANNO, Genoa, Italy, Landowner July 12 Plunkett & Leader,
 St Paul's churchyard
 REES, EDWARD, Swansea, Master Tinmith July 20 Puntan, Swansea
 RODDAM, JOHN, Newcastle upon Tyne July 3 Gibson, Newcastle upon Tyne
 ROBERTS, JAMES, Bromley July 15 Driver, Warwick ct, Gray's inn
 ROYER, STEPHANIE, Elsworth rd, Hampstead July 31 Horton, Edgware rd
 SAMUELS, JAMES CHARLES, Wigan, Licensed Victualler Aug 1 Peace & Ellis, Wigan
 SCRIVER, JAMES EDWARD, Tadcaster, Yorks, Innkeeper July 25 Bickers & Peters,
 Tadcaster
 SILL, MARGARET, Farnworth, nr Bolton July 8 Monks & Co, Bolton
 STEPHENSON, WILLIAM HENRY, Atley, Leeds, Licensed Victualler July 31 Lord, Leeds
 WALMSLEY, CHRISTINA LYON, Gateshead Aug 1 Ryott & Swan, Newcastle on Tyne
 WALMSLEY, MARGARET JEMIMA, Gateshead Aug 1 Ryott & Swan, Newcastle on Tyne
 WALMSLEY, ROSINA, Gateshead Aug 1 Ryott & Swan, Newcastle on Tyne
 WARD, GEORGE BULLS, Gt Marlow Aug 1 Wilde & Co, College hill
 WALTERS, WILLIAM, 55 Margaret, Rochester July 10 Restall & Co, Birmingham
 WELLS, ALFRED HENRY, Hockley, Birmingham July 15 Restall & Co, Birmingham
 WELLS, THOMAS, sen, Sheffield July 18 Clegg & Sons, Sheffield
 WILLOWS, THOMAS HENRY, Spridlington, Lincs, Farmer July 22 Andrew & Thompson,
 Lincoln

London Gazette.—FRIDAY, JUNE 21.

ANDOTT, ALGERNON EDWIN, Southampton July 18 Stephens & Locke, Southampton
 ARMSTRONG, JOHN, Ryton upon Tyne July 20 Maughan & Hall, Newcastle upon Tyne
 BATH, HENRY THOMAS, Lymington, Hants, Corn Merchant July 26 Moore & Co,
 Lymington
 BIGNOLD, CECILIA, Eaton, Norwich July 13 Charles Arthur Bathurst Bignold, Eaton
 Hall, Norwich
 BIGNOLD, GERALD FRANCIS, Bury st July 13 Charles Arthur Bathurst Bignold, Eaton
 Hall, Norwich
 BROOKES, CHARLES, Leake, Lincs, Farmer July 10 Walker & Co, Spilsby
 BROOKES, SAMUEL, Leake, Lincs, Farmer July 10 Walker & Co, Spilsby
 BROOKES, ELIZABETH, Liscard Dec 18 Tyer & Co, Liverpool
 BULKLEY, CLARA MARIA, Clifton, Bristol Aug 12 Benson & Co, Bristol
 CALVERT, WILLIAM, Enfield Lock Aug 3 Sarah & A R Webb, Farnes, Allandale rd,
 Enfield Wash
 CHALMERS, GEORGE, York, Surgeon Aug 19 Watkinson, York
 CHANDLER, GEORGE WILLIAM, Leicester July 20 Gordon-Place & Plummer, Leicester
 COOK, WILLIAM HATT, Cotham Park, Bristol July 20 Frichard, Bristol

COOPER, THOMAS, Blundeston, Suffolk, Miller July 31 Wiltshire & Sons, Gt Yarmouth
 CUTBERT, RICHARD WILLIAM FREDERICK, Churchill, Somerset Aug 1 Wood, Wington
 DAVIDSON, MARY ANN MELLOR, Higher Broughton, Salford, Lancs Aug 2 Farrar & Co,
 Manchester
 DAVIES, JOHN, Llanfairorlwyn, Cardigan, Pig Dealer Aug 1 Evans & Thomas,
 Llandysul
 DRAKE, ALFRED, Clifton, Bristol Aug 31 Barry & Harris, Bristol
 DUBLET, ELLEN, Torquay July 20 King & Co, Queen Victoria st
 DUTCH, GEORGE, Drapers gdes Aug 1 Atkinson & Dresser, Finsbury sq
 GORDON, GEORGE HUNTLY, Queen's ter, St John's Wood July 29 Jarvis, Victoria st,
 Westminster
 HALL, JAMES, Bacup, Lancs Aug 20 Wright, Bacup
 HARRISON, HELEN, Wearhead, Durham July 12 Thompson, Stanhope
 HART, JANE TAYLOR, Watford July 17 Baynes, Dartford
 HAWKINS, JOSEPH, Cheslyn Hay, Staffs Aug 1 Gillespie & Craddock, Walsall
 HAYNES, GEORGE, Moorfield, Stanningley, Yorks July 13 Wilson, Leeds
 HILL, SURFARTH, Bournemouth July 31 J & W H Druit, Bournemouth
 HOWARD, MARY, Liverpool July 20 Quiggin & Son, Liverpool
 HOWARD, MARY ELIZA, Kingston upon Hull July 31 Buckton, Hull
 INDERSON, MARTHA, Walsoken, Norfolk July 6 Ollard & Co, Wisbech
 ISTD, MATILDA MARY, Coleherne ter, Earl's Court, Newsgate July 12 Tippetts, Earl's
 Court rd, Kensington
 JOHNSTONE, WILLIAM HAWKES, St Stephen's sq, Bayswater July 25 Hepburn, West-
 Douing grow
 JONES, WILLIAM, Bristol, Draper Aug 30 Fadden, Bristol
 JOWITT, WALTER EDWARD, Chorlton cum Hardy, Manchester, Commission Agent July 31
 Cooper & Sons, Manchester
 KEMP, ELIZA SOPHIA, Starston, Norfolk July 31 Wiltshire & Sons, Gt Yarmouth
 MCGRAW, FRANCIS, Sunderland, Master Mariner July 20 Storey & Sons, Sunderland
 MACFARLANE, ROBERT GRAY, Bangkok, Siam July 22 Sutton & Co, Gt Winchester st
 MOORE, EMILY, Slough, Bucks July 23 Van Sandau & Co, King st, Cheapside
 MORGAN, JULIA JANE, Tunbridge Wells July 31 Robb & Berry, Tunbridge Wells
 PALMER, GEORGE, Edgworth, Birmingham July 1 Taylor, Birmingham
 PARKER, JOHN HENRY, Boston, Lancs, Engineer July 29 Dyer, Boston
 REYNOLDS, ADELAIDE ISABEL, Southsea, Hants July 22 H C & A S Reynolds, Liverpool
 RICKETT, WILLIAM RICHARD, JF, West Heath, Hampstead July 24 Beaumont & Son,
 Gt Winchester st
 RIDER, ELIZABETH, Liverpool July 22 Gill & Co, Liverpool
 ROBINSON, ADA, Headingley, Leeds Aug 1 Marklands & Co, Leeds
 ROBERTS, FANNY, Bognor July 19 Staforth, Bognor
 SAVORY, FRANK FOLY, Rickling, Norfolk, Farmer July 22 Foster & Co, Norwich
 SCOTT, CHRISTINA MARY, Leigham Court rd, Streatham
 SMITH, ALICE, Leigh, Lancs June 29 Hayward, Leigh
 SMITH, CHRISTOPHER, Reading, Working Cutler July 20 Brain & Brain, Reading
 STEVENSON, JOHN, Sheffield July 22 Bramley & Son, Sheffield
 STEWARD, ELIZABETH ANN, Sidcup, Kent July 16 Bartlett, Bush in
 STOKES, HENRY JOHN, West Dulwich, Manufacturer July 31 Wells & Sons, Pater-
 noster row
 THOMPSON, JOHN, Darlington, Farmer Aug 1 Wooler & Wooler, Darlington
 THOMPSON, MARY FRANCES, St Leonard's on Sea Aug 3 Watts, Portsmouth
 TOWERS, FANNY, Hovingham, Notts July 31 Benson & Co, Sheffield
 TURTOS, GEORGE, Sharrow, Sheffield Aug 1 Alderson & Co, Sheffield
 WADDE, FRANCIS JOHN, Norwich, Hairdresser July 20 Foster & Co, Norwich
 WILLIAMS, WILLIAM ADAMS, Beckenham July 31 Williams, Casewick rd, West Norwood
 WILSON, MARGARET, New Brighton, Chester July 13 Worrall, Liverpool
 WYLIE, RICHARD ASPINALL, Necton, Birkenhead Dec 18 Tyrer & Co, Liverpool

London Gazette.—TUESDAY, JUNE 25.

ADKIN, JOHN, Morden hill, Lewisham Aug 1 Adkin, Laurence Pountney hill
 BAILEY, GEORGE, Packington st, Ilkington July 25 Potter & Co, Queen Victoria st
 BAKER, SIR BENJAMIN, KCB, KCMG, Bowden Green, Pangbourne, Berks July 30
 Lawrence & Co, New sq, Lincoln's inn
 BEALE, ALEXANDER, Reading July 25 Martin & Martin, Reading
 BRADBURY, CHARLES TIMOTHY, Ashton under Lyne July 27 Lord, Manchester
 BRICKLAND, TOM CHARLES FREDERICK, Spareshore July 31 Scott, New Broad st
 BURTON, CORINUS MARGUERITE, Pembridge villas, Bayswater July 22 Oldman & Co,
 Old Serjeants' inn
 BUTTAR, SOPHIA MARIA, Elgin cres, Notting hill Aug 1 Sole & Co, Aldermanbury
 CARTER, EDITH, Manchester July 31 Heath & Sons, Manchester
 CREWE, JOSEPH EDMUND, Melbourne, Victoria Aug 1 St Barbe Bladen & Wing, Delahay
 st, Westminster
 CROOK, EDWIN, Carnaby st, Regent st, Ironmonger Aug 1 Buxton & Co, Sackville st,
 Piccadilly
 DAVIES, JOHN, St Thomas, Swansea July 31 Christians, Swansea
 DEVERILL, S, 24 Fairfax, Barbury
 DEVON, WALTER, Wilford, Herts, Grocer Aug 1 Richardson & Co, Much Hadham
 EARLE, WILLIAM, Liverpool, Outfitter Aug 1 Nicholson & Pemberton, Liverpool
 FOKES, ANNE, Devonport July 24 Pearce, Devonport
 GIBSON, ARTHUR GEORGE, Birkenhead Aug 3 Barber, Nottingham
 GLEDHILL, ANNIE, Leeds July 20 Clarke & Whittington, Leeds
 GUNTER, HARRIET, Lincoln July 20 Woodridge & Son, Winchester
 HALWOOD, PETER, Aberdare, Boot Manufacturer Aug 9 C & W Kenahole, Aberdare
 LAMER, HENRY, Scapport July 31 Bartlett & Large, Cannon st
 HANBELL, EDWIN, Bottle, Lanco, Pawnbroker July 25 Banks & Co, Liverpool
 HERAPATH, CONRAD, West Tator, Sussex July 21 Lee & Pemberton, Lincoln's inn fields
 HUMPHREYS, REV GEORGE WARD, Clifton, Bristol July 30 Lawrence & Co, Bristol
 JACKSON, JOHN, Moss Side, Manchester Aug 10 Hilditch, Manchester
 KENWORTHY, GEORGE HENRY, Ashton under Lyne, Lancs, Cotton Manufacturer July 27
 Lord, Manchester
 LABKIN, JOSEPH THOMAS, Cambridge July 31 R C & S Burrows, Cambridge
 LAYCOCK, JOHN, Thornton, Bradford, Shopkeeper Aug 3 Farrar, Halifax
 LEIGHTON, ELIZABETH, Newton, Wakefield Aug 1 Dickinson, Wakefield
 MATTHEW, ROBERT, Gt Cordard, Suffolk July 19 Stead & Stead, Sudbury, Suffolk
 MILNER, SARAH, Rochdale July 30 Brierley & Hudson, Rochdale
 MILNER, EVA, Rochdale July 30 Brierley & Hudson, Rochdale
 OATES, WILLIAM, Manchester, Cloth Manufacturer Aug 10 Hilditch, Manchester
 PHILPOT, ALFRED WARREN GIBBS, Herno Bay Aug 24 Ellis & Co, College hill
 PUMFORD, ALFRED, Severn Trow, Jackfield, Salop July 20 Jaques & Sons, Birmingham
 RAE, WILLIAM, Northampton, Surgeon July 20 Becke & Co, Northampton
 REPPER, EDWARD, Saint Agnes, Cornwall, Tin Streamer July 25 Hancock, Truro
 ROBINSON, GEORGE JAMES, Chalfont St Giles, Bucks July 22 Stow & Co, Lincoln's inn
 fields
 SARGENT, RICHARD, Bath July 26 Glover, Bath
 SCORAH, THOMAS SIMPSON, Mexborough, Yorks, Ironmonger Aug 1 J W & A E
 Hattersley, Mexborough
 SMITH, HENRY, Swinton, Manchester Aug 17 Walker & Co, Manchester
 SPARROW, WILLIAM HENRY, East Stonehouse July 20 Rodd, East Stonehouse
 THORPE, EDWIN, Eccles, Lancs July 31 A & G W Fox, Manchester
 TWIST, JOHN, Roby, Lancs Aug 9 Banks & Co, Liverpool
 WALKER, JAMES SCOTT, Oxford sq, Hyde pk Aug 2 Miller & Smiths, Salters' Hall ct
 WEEKS, SUSAN, Ladywell pk, Lewisham Aug 6 Newton & Co, High st, Lewisham
 WHITE, ROBERT HENRY, Litherland, Lancs, Engineer Aug 9 Banks & Co, Liverpool

The East Surrey Water Company will sell by tender 600 ordinary shares of the company (£10 each), the last day for receipt of tenders being the 26th of July. Forms of tender, &c., can be obtained at the company's office at Redhill, Surrey.

Bankruptcy Notices.

London Gazette.—FRIDAY, JUNE 14.

FIRST MEETINGS.

ANDREWS, JOHN RICHARD, Starbeck, Yorks, Builder June 24 at 9.45 Off Rec, The Red House, Duncombe pl, York
 BEDDARD, HARRY, Northampton, Yorks June 24 at 11 Off Rec, 22, Park row, Leeds
 BENNETT, B. B., Jermyn st, St James' July 1 at 12 Bankruptcy bldgs, Carey st
 BOYNGDON, FREDERICK CORNELIUS, High st, Harlesden, Provision Merchant June 24 at 12 Bankruptcy bldgs, Carey st
 CLINCH, CHARLES, Grayson, Licensed Victualler June 24 at 11.30 115, High st, Rochester
 CROSSLAND, ROBERT, Cloughton, Yorks, Licensed Victualler June 24 at 4 Off Rec, 74, Newborough, Scarborough
 EDMS, MAX, Herne Bay, Kent, Hotel Keeper June 22 at 11 Off Rec, 68a, Castle st, Canterbury
 FINNEY, VINCENT JOSEPH, and EDMUND FRANCIS FINNEY, Suffolk st, Clerkenwell, Staffordshire Warehousemen June 23 at 2.30 Bankruptcy bldgs, Carey st
 FOX, THOMAS, Sale, Cheshire, Woodblock Layer June 22 at 11 Off Rec, Byrom st, Manchester
 GAUNT, ELI, Morley, Yorks, Auctioneer June 26 at 11 Off Rec, Bank Chambers, Corporation st, Dewsbury
 GOSLING, JOHN, Barnsley, Hay Dealer June 24 at 10.30 Off Rec, 7, Regent st, Barnsley
 HARDY, GEORGE, Long Eaton, Derby, Lace Manufacturer June 25 at 11.30 Off Rec, 47, Full st, Derby
 HILL, WILLIAM HOBART PHILIP, Colville, Leicester, Grocer June 23 at 12.30 Off Rec, 1, Berridge st, Leicester
 JEFFERIES, ALBERT JAMES, Rushden, Northampton, Proprietor of Steam Laundry June 24 at 10.30 Off Rec, Bridge st, Northampton
 JONES, EDMUND, Blaengwynn, Glam, Collier June 25 at 12 Off Rec, 31, Alexandra rd, Swansea
 KIGHTLEY, VANI WILLIAM, Kettering, Northampton, Shoe Finisher June 24 at 11.30 Off Rec, Bridge st, Northampton
 LEWELLYN, EDWARD, Stockport, Licensed Victualler June 23 at 11 Off Rec, Castle Chambers, 6, Vernon st, Stockport
 MOTT, E. SPENCER, Fleet st, Journalist June 26 at 11 Bankruptcy bldgs, Carey st
 O'BRIEN, ALICE, Grand parade, Muswell Hill, Tobacconist June 24 at 2.30 Bankruptcy bldgs, Carey st
 OWEN, WILLIAM HENRY, Drimfield, Derby, Blacksmith June 23 at 11.30 Off Rec, 47, Full st, Derby
 PRINCE, RACHEL, Bradford, Restaurant Proprietress June 24 at 3 Off Rec, 29, Manor row, Bradford
 ROBERTS, ROBERT ISAAC, Deganwy, Carnarvon, Carter June 24 at 12.30 Crypt Chambers, Eastgate row, Chester
 ROSENBERG, MORRIS, Leeds, Milk Dealer June 24 at 11.30 Off Rec, 22, Park row, Leeds
 SKIDG, JOHN, Oxford, Butcher June 22 at 12 1, St Aldates, Oxford
 SLATER, WILLIAM HENRY, Old Brampton, Derby, Innkeeper June 22 at 11 Off Rec, 47, Full st, Derby
 STATHERS, HENRY, Kingston upon Hull, Earthenware Dealer June 24 at 11 Off Rec, York City Bank Chambers, Lowgate, Hull
 WARREN, SAMUEL HENRY, Castleford, Yorks, Yeast Merchant June 24 at 11 Off Rec, 6, Bond ter, Wakefield
 WEBSTER, DAVID GRIFFITHS, Gloucester, Coachbuilder June 22 at 12 Off Rec, Station rd, Gloucester
 WEBSTER, WILLIAM CONSTABLE, and SUSAN JANE EAGLETON, Scarborough, Lodging house Keepers June 24 at 4 Off Rec, 74, Newborough, Scarborough
 WILLAN, REV GEORGE ARTHUR, Bow Brickhill Rectory, Bucks June 24 at 11 Off Rec, Bridge st, Northampton
 WOODMAN, PHILIP JOHN, Bradford, Painter June 24 at 3.30 Off Rec, 29, Manor row, Bradford
 YOUNG, ISAAC GEORGE, Blaengwynn, Glam, Haulier June 26 at 3 Off Rec, 117, St Mary st, Cardiff

ADJUDICATIONS.

ALLEN, JOHN THOMAS, Leicester, Plumber Leicester Pet May 18 Ord June 12
 ANDREWS, JOHN RICHARD, Starbeck, Yorks, Builder York Pet June 10 Ord June 10
 BARBARY, JETERO JULIUS, Sidcup, Kent, Corn Merchant Rochester Pet May 18 Ord June 10

BAYNES, SYDNEY, St John's Park mads, Pemberton gds, Upper Holloway, Musician High Court Pet April 10 Ord June 10
 BEDDARD, HARRY, Northampton Leeds Pet June 8 Ord June 8
 BENJAMIN, ALEXANDER, Manchester av, Merchant High Court Pet April 23 Ord June 11
 BOW, ARTHUR, Gainsborough, Boot Maker Lincoln Pet June 10 Ord June 10
 BRICE, HERBERT CHESSY, Kingston upon Hull, Joiner Kingston upon Hull Pet June 10 Ord June 10
 CLINCH, CHARLES, Grayson, Licensed Victualler Rochester Pet June 10 Ord June 10
 COVERDALE, VICTOR STANLEY, Longham, Dorset, Teacher of Music Poole Pet June 12 Ord June 12
 CROSSLAND, ROBERT, Cloughton, Cambs, Baker Cambridge Pet May 27 Ord June 11
 CROSSLAND, ROBERT, Cloughton, Yorks, Licensed Victualler Scarborough Pet June 11 Ord June 11
 DEALVE, LOUIS, and FRANK SYDNEY DEALVE, Tavistock, Devon, Coal Merchants Plymouth Pet April 19 Ord June 12
 DREWRY, WALTER, Kingston upon Hull, Painter Kingston upon Hull Pet June 11 Ord June 11
 DUNCAN, WILLIAM LINDSAY, Lansdowne rd, Tottenham, Mercantile Clerk Edmonton Pet March 20 Ord June 10
 EDMS, CHARLES, Derby, Organ Builder Derby Pet June 11 Ord June 11
 EDMUNDS, HENRY, Butty Port, Carmarthen Carmarthen Pet June 12 Ord June 12
 EVANS, HARRY, Thringstone, Leicester, Striker at a Wagon Works Burton on Trent Pet June 11 Ord June 11
 EVANS, SARAH JANE, Llandudno, Lodging House Keeper Bangor Pet May 31 Ord June 10
 FISHLEIGH, FRANCIS JOHN, and OWEN FISHLEIGH, Holworthy, Devon, Cattle Dealers Barnstaple Pet June 10 Ord June 10
 FOX, THOMAS, Sale, Chester, Woodblock Layer Manchester Pet May 31 Ord June 12
 FOX, WILLIAM MONY, Trafalgar rd, Old Kent rd, Surgeon High Court Pet June 6 Ord June 10
 FRANK, AUGUSTUS, Paper st, Umbrella Manufacturer High Court Pet May 13 Ord June 10
 GAUNT, ELI, Morley, Yorks, Auctioneer Dewsbury Pet June 10 Ord June 10
 GOSLING, JOHN, Barnsley, Hay Dealer Barnsley Pet May 24 Ord June 7
 HEYMAN, HENRY, New Bond st, Picture Dealer High Court Pet May 6 Ord June 10
 JEANS, EMMETT ALFRED, Shaftesbury, Publican Salisbury Pet June 1 Ord June 12
 JONES, RACHEL, Tredegar, Mon, Greengrocer Tredegar Pet June 12 Ord June 12
 JONES, JOHN, Llanrwst, Denbigh, Greengrocer Portmadoc Pet June 10 Ord June 10
 KITCHING, JOHN WILLIAM, Kingston upon Hull, Printer Kingston upon Hull Pet June 12 Ord June 12
 KIGHTLEY, VANI WILLIAM, Kettering, shoe Finisher Northampton Pet June 11 Ord June 11
 LAW, CLEMENTINA EMMA, Gloucester, Corn Merchant Gloucester Pet May 1 Ord June 10
 LEECH, CHARLES, Chester, Engine Driver Chester Pet June 12 Ord June 12
 LEWELLYN, EDWARD, Churchgate, Stockport, Licensed Victualler Stockport Pet May 7 Ord June 12
 MARSHALL, EDWIN, Milnrow, nr Rochdale, Nurseryman Rochdale Pet June 12 Ord June 12
 MALTYR, GEORGE, Kingston upon Hull, Builder Kingston upon Hull Pet June 12 Ord June 12
 ROSENBERG, MORRIS, Leeds, Milk Dealer Leeds Pet June 10 Ord June 10
 ROSSITER, WILLIAM CHARLES, Paignton, Devon Plymouth Pet June 12 Ord June 12
 ROWE, GEORGE, and THOMAS GEORGE ROWE, Broadwater rd, Tooting, Van Builders Edmonton Pet June 10 Ord June 10
 SAINSBURY, EDGAR, Devizes, Coal Merchant Bath Pet June 5 Ord June 11
 SMITH, HENRY EVANS, Edgbaston, Birmingham, Merchant Birmingham Pet April 23 Ord June 12
 STREET, ELMERSON GEORGE, Colwyn Bay, Denbigh, Dentist Bangor Pet June 3 Ord June 8
 SWANWICK, PHILIP, Hessay, Notts Nottingham Pet June 10 Ord June 10
 TUCK, HENNINGTON, Bournemouth, Merchant Tailor Poole Pet May 31 Ord June 12

WARREN, SAMUEL HENRY, Castleford, Yorks, Egg Merchant Wakefield Pet May 29 Ord June 12
 WATSON, JOHN ROWTH, Long Eaton, Derby, Butcher Derby Pet June 10 Ord June 10
 WEBSTER, DAVID GRIFFITHS, Gloucester, Coach Builder Gloucester Pet May 18 Ord June 10
 WEBSTER, WILLIAM CONSTABLE, and SUSAN JANE EAGLETON, Scarborough, Lodging House Keepers Scarborough Pet June 8 Ord June 8
 WILLIAMS, DAVID, Haverfordwest, Baker Pembroke Dock Pet June 12 Ord June 12
 WILLIAMS, THOMAS GETHIN, Bangor, Grocer Bangor Pet June 10 Ord June 10
 WOODMAN, PHILIP JOHN, Bradford, Painter Bradford Pet June 10 Ord June 10

London Gazette.—TUESDAY, JUNE 18.

RECEIVING ORDERS.

BENDELL & SON, G. Datchet, Bucks Kingston, Surrey Pet May 25 Pet June 6
 BERRY, EDWARD, Lichfield, Butcher Walsall Pet June 12 Ord June 12
 BLOOMFIELD, FRED, Lewisham, Greengrocer Greenwich Pet June 12 Ord June 12
 BOULTON, GEORGE, Felling, Durham, Baker Newcastle on Tyne Pet June 15 Ord June 15
 CAPLE, EDWARD, Cardiff, Dock Labourer Cardiff Pet June 14 Ord June 14
 CHALKER, HARRY, Upton, Lytchett Minster, nr Poole, Labourer Poole Pet June 13 Ord June 13
 CHAPMAN, J. W., Wimbledon, Builder Kingston Pet May 9 Ord June 13
 CORDELL, ROBERT, and JOHN CORDELL, Shrewsbury, Hotel Keepers Shrewsbury Pet May 18 Ord June 14
 COWELL, SIDNEY THOMAS, Norwich, Blacksmith Norwich Pet June 15 Ord June 15
 DEIGHTON, JOHN WILLIAM, Halifax, Printer Halifax Pet June 14 Ord June 14
 DOKESMAN, HORACE GEORGE, Matlock Bath, Derby, Bus Proprietor Derby Pet June 12 Ord June 12
 EMMERSON, WILLIAM, Oakham, Rutland, Builder Leicester Pet June 14 Ord June 14
 FORSDYKE, CHARLES, WEST, Wellingtonborough, Hotel Keeper Northampton Pet June 14 Ord June 14
 GILLIES, H. CAMERON, Heathurst rd, Hampstead, Medical Practitioner High Court Pet Jan 1 Ord June 7
 HASWELL, HARRY WILLIAM, Derby, General Merchant Pet June 15 Ord June 15
 HILL, HERBERT EDMUND, Burnage, Ldcs, Waterproof Manufacturer's Manager Stockport Pet June 13 Ord June 13
 LAUGHTON, JOSEPH, and SAMUEL LAUGHTON, Kingston upon Hull, Carting Contractor Kingston upon Hull Pet June 15 Ord June 15
 MCLEAN, MATTHEW, Denbigh, Tailor Wrexham Pet June 13 Ord June 13
 MALE, JOHN, Barrow in Furness, Glass Dealer Barrow in Furness Pet June 13 Ord June 13
 MAXWELL, CHARLES, Rupert st, Haymarket, Restaurant Keeper High Court Pet June 13 Ord June 13
 MOSS, SYDNEY ROBERT, Easton, Bristol, Grocer Bristol Pet June 12 Ord June 14
 O'BRIEN, JOHN, Blackpool, House Furnisher Preston Pet June 13 Ord June 13
 PANTHER, GEORGE FREDERICK, Whitton, Hounslow, Builder Brentford Pet May 24 Ord June 14
 PYWELL, WILLIAM, Leicester, Accountant Leicester Pet June 13 Ord June 15
 REES, DAVID, Trefriw, Carnarvon Portmadoc Pet June 14 Ord June 14
 REWALS, JOHN FREDERICK WILLIAM, Leicester, Fine Art Dealer Leicester Pet June 13 Ord June 13
 RICHARDSON, HENRY JOHN, Ashford, Middlesex, Builder Kingston Pet June 6 Ord June 13
 RIPLEY, W. A., Newcastle on Tyne, Draper Newcastle on Tyne Pet June 7 Ord June 13
 ROWBOTHAM, ALFRED, Macclesfield, Silk Manufacturer Macclesfield Pet June 12 Ord June 12
 RYAN, JOHN PATRICK, Batty, Glam, Tailor Cardiff Pet June 11 Ord June 11
 SHANNON, WILLIAM CHARLES, Burley, Leeds, Mortgage Broker's Clerk Leeds Pet June 14 Ord June 14
 TRAILL, JAMES W., Brentwood High Court Pet Aug 29 Ord June 6
 WAGSTAFF, JOSEPH, York, Cigar Merchant York Pet June 15 Ord June 15

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED.

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1891.

EXCLUSIVE BUSINESS—LICENSED PROPERTY.

X

SPECIALISTS IN ALL LICENSING MATTERS.

630 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation.

X

Suitable Insurance Clauses for inserting in Leases or Mortgages of Licensed Property Settled by Counsel, will be sent on application.

WALTER J MURPHY & Co, Alvaston, Derby, Rod Packing Manufacturers Derby Pet May 3 Ord June 13
 WARD, ALFRED JOHN, Richmond, Coal Merchant Wands-worth Pet June 13 Ord June 13
 WARREN, ROBERT S, Sidmouth, Devon, Farmer Exeter Pet May 6 Ord June 13
 WARTSKI, SAMUEL, Brondesbury, Bookseller High Court Pet May 13 Ord June 13
 WILLIAMS, JOHN ELLIS, Penrhynwceir, Glam, Collier Aberdare Pet June 13 Ord June 13
 WOOD, FREDERICK, Luton, Builder Luton Pet June 13 Ord June 13
 WOOD, HENRY, Birmingham, Tin Plate Worker Birmingham Pet June 13 Ord June 13
 YORK, PHILIP, Charing Cross mans, Charing Cross rd High Court Pet March 19 Ord April 25

Amended notice substituted for that published in the London Gazette of June 4:

KIRK, MARY AGNES, Nottingham Manchester Pet May 1 Ord May 30

FIRST MEETINGS.

ABBOTT, CHARLES JOHN, Radstock, Somerset June 26 at 12 Off Rec, 28, Baldwin st, Bristol
 BAIRD, JAMES, Wooler, Northumberland, General Dealer June 26 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
 BENDELL & SON, G, Datchet, Bucks June 26 at 11.30 132, York rd, Westminster Bridge
 BRICE, HENRY, Kingston upon Hull, Joiner June 27 at 11.30 Off Rec, York City Bank chmbrs, Lowgate, Hull
 CHALKER, HARRY, Lytchett Minster, nr Poole, Labourer June 27 at 3 Messrs Curtis & Son, 158, Old Christchurch rd, Bournemouth
 COATES, JAMES, Kingston upon Hull, Tinner June 26 at 12.30 Off Rec, York City Bank chmbrs, Lowgate, Hull
 CORDELL, BERNARD and JOHN CORDELL, Shrewsbury, Hotel Keepers June 26 at 2.30 Law Society's Rooms, College hill, Shrewsbury
 COVERDALE, VICTOR FRANKLYN, Longham, Dorset, Teacher of Music June 27 at 2.30 Messrs Curtis & Son, 158, Old Christchurch rd, Bournemouth
 CRYER, SYLVESTER, Burnley, Weaver June 26 at 11.15 Off Rec, 14, Chapel st, Preston
 DAVIES, SARAH, Pontefryst, Pontypool, Draper June 26 at 11 Off Rec, 144, Commercial st, Newport, Mon
 DAVIES, WILLIAM, Mickleham, Ash, Glam, Collier June 26 at 10.45 Off Rec, Post Office chmbrs, Pontypool
 DRIGTON, JOHN WILLIAM, Halifax, Printer June 26 at 12 Off Rec, Townhall chmbrs, Halifax
 DREWERY, WALTER, Kingston upon Hull, Painter June 27 at 11 Off Rec, York City Bank chmbrs, Lowgate, Hull
 EDEN, CHARLES, Derby, Organ Builder June 26 at 11.30 Off Rec, 47, Full st, Derby
 FISHER, WILLIAM THOMAS HENRY, Abingdon, Berks, Music seller June 27 at 12.1.36 Aldgate, Oxford
 FRYER, OTIS, FARNWICK, WILLIAM, Chiswick, Architect June 26 at 2.30 Bankruptcy bldg, Carey st
 GILLIES, H CAMERON, Heston, Hampstead, Medical Practitioner June 26 at 1 Bankruptcy bldg, Carey st
 HARDY, ROBERT, Spalding, Lincs, Book Repairer July 12 at 11.40 Law Courts, Peterborough
 HARTLEY, EDWIN, Burnley, Furnisher June 26 at 11.30 Off Rec, 14, Chapel st, Preston
 HEBBERT, JOHN HODGE, Weston, Surrey, Builder June 26 at 12 132, York rd, Westminster Bridge
 JENKINSON, ELLER, Blackburn, Cabinet Maker June 26 at 11.45 Off Rec, 14, Chapel st, Preston
 JONES, EVOCH, Cardiff, Builder June 26 at 12 Off Rec, 117, St Mary st, Cardiff
 JONES, JOHN, Llandweth, Denbigh, Greengrocer June 26 at 12.30 Crypt chmbrs, Eastgate row, Chester
 KIRTLAND, WILLIAM, Weston Turville, Bucks, Fattier June 26 at 12 1. St Aldates, Oxford
 LEECH, CHARLES, Chester, Engine Driver June 26 at 12 Crypt chmbrs, Eastgate row, Chester
 MCGAW, JOHN, Wilmore, Stratford on Avon, Farmer June 26 at 10.30 Royal Hotel, Crews
 MATTLAND, GEORGE, Bangor, Glam, Builder June 23 at 3 Off Rec, County Court, Townhall, Merthyr Tydfil
 MALTR, GEORGE, Kingston upon Hull, Builder June 26 at 3 Off Rec, York City Bank chmbrs, Lowgate, Hull
 MANZEL, CHARLES, Rupert st, Haymarket, Restaurant Keeper June 26 at 12 Bankruptcy bldg, Carey st
 MARLOW, WILLIAM, St Martin's ln, Charing Cross, Licensed Victualler June 26 at 12 14, Bedford row
 MARSHALL, FRANCIS, Malton, Newton, Dorchester, Farmer June 27 at 2 Off Rec, City chmbrs, Catherine st, Salisbury
 MOSE, SYDNEY ROBERT, Easton, Bristol, Grocer June 26 at 12.45 Off Rec, 26, Baldwin st, Bristol
 PERKINS, ROBERT, Bishopston, Bristol, Builder June 26 at 12.15 Off Rec, 26, Baldwin st, Bristol
 PHILLIPS, FANNY ELLIS, Bath, Coach Builder June 26 at 11.30 Off Rec, 26, Baldwin st, Bristol
 PHILPOTT, MARY HANNAH, Horfield, Bristol, Baker June 26 at 12.30 Off Rec, 26, Baldwin st, Bristol
 PICKUP, JOHN GEORGE, Accrington, Joiner June 26 at 11 Off Rec, 14, Chapel st, Preston
 RILEY, SAMUEL, Nottingham, Draper June 27 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
 RIPLEY, WILLIAM ALFRED, Newcastle on Tyne, Draper June 26 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne
 RYAN, JOHN PATRICK, Barry, Glam, Tailor June 27 at 3 Off Rec, 117, St Mary st, Cardiff
 SAINSBURY, EDGAR, Devizes, Coal Merchant June 26 at 11.45 Off Rec, 26, Baldwin st, Bristol
 SANDERSON, ARTHUR, Sheffield June 27 at 11.30 Off Rec, Fytch ln, Sheffield
 STREET, ELIZABETH GEORGE, Colwyn Bay, Denbigh, Dentist June 26 at 1 Crypt chmbrs, Eastgate row, Chester
 SWANWICK, PHILIP, Halesby, Notts June 27 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
 TILDSLEY, RICHARD, Halesworth, Worcester June 26 at 11 Off Rec, 190, Wolverhampton st, Dudley

TRAILL, JAMES W, Brentwood June 27 at 12 Bankruptcy bldg, Carey st
 VAUGHAN, HENRY, Sheffield, Ironmonger June 27 at 12 Off Rec, Fytch ln, Sheffield
 WAGSTAFF, JOSEPH, Stonegate, York, Tea Dealer June 28 at 3 Off Rec, The Red House, Duncombe pl, York
 WARREN, ROBERT SESS, Sidmouth, Farmer July 4 at 12 Off Rec, 9, Bedford circus, Exeter
 WARTSKI, SAMUEL, Cavendish rd, Brondesbury, Bookseller June 27 at 11 Bankruptcy bldg, Carey st
 WATT, SARAH, Liverpool, House Furnisher June 23 at 12 Off Rec, 25, Victoria st, Liverpool

ADJUDICATIONS.

ARMSTRONG, JAMES, Walsall, Solicitor Walsall Pet May 27 Ord June 13
 BATES, SAMUEL, HENRY, Handsworth, Grocer Birmingham Pet May 23 Ord June 14
 BENNETT, WILLIAM, West Norwood, Wine Merchant High Court Pet May 16 Ord June 13
 BLOOMFIELD, FRED, Lewisham, Greengrocer Greenwich Pet June 12 Ord June 12
 BODIN, HENRY ALEXANDER, Sandiland st, Red Lion st, Holborn, Builder High Court Pet April 15 Ord June 13
 BRIGGS, STANLEY, Hammersmith, Hotel Manager High Court Pet April 30 Ord June 11
 CAPLE, EDWARD, Cardiff, Dock Labourer - Cardiff Pet June 14 Ord June 14
 CHALKER, HARRY, Lytchett Minster, nr Poole, Labourer Poole Pet June 13 Ord June 13
 COATES, JAMES, Kingston upon Hull, Ironmonger Kingston upon Hull Pet May 1 Ord June 14
 COULT, EMMETT HAROLD, Greyhound ln, Etreatham Common, Builders Walsworth Pet April 25 Ord June 13
 COWELL, SYDNEY THOMAS, Norwich, Blacksmith Norwich Pet June 15 Ord June 15
 DAVIES, WILLIAM, Mickleham, Mountain Ash, Glam, Collier Aberdare Pet May 27 Ord June 14
 DE BOISSON, CHARLES, Edwards sq, Kensington, Author High Court Pet Feb 21 Ord June 13
 DORRIS, HUBERT GEORGE, Matlock Bath, Derby, Bus Proprietor Derby Pet June 12 Ord June 12
 FOREDIK, CHARLES ERNEST, Wellington, Hotel Keeper Northampton Pet June 14 Ord June 14
 FOXALL, ROBERT, Mincing ln, Broker High Court Pet May 22 Ord June 11
 GARVIE, HERBERT THOMSON, Eastcheap, Contractor High Court Pet April 27 Ord June 15
 GOODMAN, WOLFE, Commercial st, Cap Manufacturer High Court Pet May 31 Ord June 11
 HASWELL, HARRY WILLIAM, Derby, General Merchant Derby Pet June 15 Ord June 15
 HOBBS, FREDERICK WILLIAM, Charles st, Berkeley sq High Court Pet Oct 7 Ord May 31
 JELICHO, GEORGE THOMAS, Bursen Victoria st, Colonial Agent High Court Pet May 6 Ord June 13
 LAUGHTON, JOSEPH, and SAMUEL LAUGHTON, Kingston upon Hull, Carting Contractors Kingston upon Hull Pet June 15 Ord June 15
 MCGAW, JOHN, Wilmore, Stratford on Avon, Farmer Crews Pet May 11 Ord June 15
 MCLEAN, MATTHEW, Denbigh, Tailor Wrexham Pet June 13 Ord June 13
 MALE, JOHN, Barrow in Furness, Glass Dealer Barrow in Furness Pet June 13 Ord June 13
 MARLOW, WILLIAM, St Martin's ln, Charing Cross, Licensed Victualler Chelmsford Pet May 8 Ord June 12
 MURPHY, JOHN WALTER, Alvaston, Derby, Rod Packing Manufacturer Derby Pet May 3 Ord June 15
 NORTH, CHARLES, Manby Grove, Stratford, Builder High Court Pet May 10 Ord June 13
 O'BRIEN, JOHN, Blackpool, House Furnisher Preston Pet June 13 Ord June 13
 PHILPOTT, MARY HANNAH, Horfield, Bristol, Baker Bristol Pet June 12 Ord June 13
 PRINCE, RACHEL, Bradford, Restaurant Proprietress Bradford Pet June 8 Ord June 15
 PYWELL, WILLIAM, Leicester, Accountant Leicester Pet June 13 Ord June 15
 REES, DAVID, Trefriw, Carnarvon Portmadoc Pet June 14 Ord June 14
 RENALS, JOHN FREDERICK WILLIAM, Leicester, Fine Art Dealer Leicester Pet June 13 Ord June 13
 ROWBOTTOM, ALFRED, Macclesfield, Silk Manufacturer Macclesfield Pet June 13 Ord June 12
 RYAN, JOHN PATRICK, Barry, Glam, Tailor Cardiff Pet June 11 Ord June 11
 SANDERSON, ARTHUR, Sheffield, Maker of Fried Fish Appliances Sheffield Pet May 18 Ord June 15
 SHANNON, WILLIAM CHARLES, Burley, Leeds, Mortgage Broker's Clerk Leeds Pet June 14 Ord June 14
 WAGSTAFF, JOSEPH, York, Tea Dealer York Pet June 15 Ord June 15
 WECHSLER, BENJAMIN, Amburst rd, Hackney High Court Pet April 4 Ord June 14
 WILLIAMS, JOHN ELLIS, Penrhynwceir, Glam, Collier Aberdare Pet June 13 Ord June 13

ADJUDICATION ANNULLLED AND RECEIVING ORDER RESCINDED.

BROWN, JOHN WALTER, Bonham rd, Brixton, Engineer High Court Rec Ord June 6, 1903 Adj Aug 7, 1903 Rec and Annul June 4

London Gazette.—FRIDAY, JUNE 21.

RECEIVING ORDERS.

ALDERSON, GEORGE, Middlesbrough, Boot Dealer Middlesbrough Pet May 11 Ord June 13
 ALLENBY, FRED, Rhodes, nr Manchester, Engraver Oldham Pet June 15 Ord June 15
 ALLEN, JOHN, Trebanos, Pontardawe, Glam, Dipper in Galvanising Works Aberystwyth Pet June 17 Ord June 17
 ATKINSON, RICHARD, Delahay st, Westminster High Court Pet May 22 Ord June 15
 BEARD, HENRY, 86 Leonards, Sumex Hastings Pet May 31 Ord June 15

BEST, SAMUEL, Porthcawl, Glam, Mason Cardiff Pet June 17 Ord June 17
 BROWN, WILLIAM, Dorchester, Miller Dorchester Pet June 17 Ord June 17
 CLARKE, ALBERT EDWARD, and HENRY ALLWOOD, Manchester, Bread Bakers Manchester Pet June 7 Ord June 19
 CONN, NANCY, Jane st, Commercial rd East High Court Pet June 8 Ord June 19
 COULSON, MUGGERAVE, Bramley, Leeds Leeds Pet June 15 Ord June 15
 COX, ALFRED, Foley Park, Kidderminster, Worcester, Baker Kidderminster Pet June 17 Ord June 17
 COX, W ARYDALL, Cophall av, Outside Stockbroker High Court Pet May 8 Ord June 18
 DEARDEN, WILLIAM, Burnley, Confectioner Burnley Pet June 17 Ord June 17
 DE FRERE, ARTHUR, Rawtenstall, Lancs, Theatre Locom High Court Pet June 4 Ord June 18
 DIBDEN, EDWIN, Brockwer, Glas, Carpenter Newport, Mon Pet June 3 Ord June 17
 DIXON, RICHARD, Darlington, Labourer Stockton on Tees Pet June 15 Ord June 18
 EDMONDS, RICHARD, Gt Yarmouth, Painter Gt Yarmouth Pet June 17 Ord June 17
 ENGLISH, WILLIAM, and WILLIAM CHARLES ENGLISH, Farnley rd, South N.wood, Carmen Croydon Pet June 18 Ord June 18
 FARMER, CHARLES FRANK, Sandiland st, Red Lion st High Court Pet April 27 Ord June 17
 GEORGE, ISAAC, and HARRY GLEES, Pontypool, Wall Paper Merchants Pontypool Pet June 17 Ord June 17
 HARGREAVE, HERBERT JAMES, Shafton Two Gates, nr Hatfield, Butcher Barnsley Pet June 17 Ord June 17
 HAYARD, JAMES REES PRICE, Ipswich, Cornet Manufacturer Ipswich Pet June 15 Ord June 15
 HAWKINS, VINCEN, Balverine grove, Southfields, Grocer Wandsworth Pet June 17 Ord June 17
 HEWES, GEORGE HARRY, and JOHN HEWES, Coalville, Leicester, Builders Barton on Trent Pet June 17 Ord June 17
 HODGSON, WILLIAM, Blaengwynf, Glam, Labourer Aberystwyth Pet June 19 Ord June 19
 HOLMES, WILLIAM, Hartgate York Pet May 31 Ord June 19
 IYERSON, EDWARD, Leven, Yorks, Farmer Kingston upon Hull Pet May 28 Ord June 19
 JONES, ARTHUR, DAVID, Coedau, nr Bridgend, Grocer Cardiff Pet June 18 Ord June 18
 KIMBLE, GEORGE WILLIAM JOHN, Evesham, Worcester, Restaurant Keeper Worcester Pet June 17 Ord June 17
 MANNING, TROUBIN, & Co, Manchester, Tea Merchants Manchester Pet June 7 Ord June 19
 NORTH, JOHN WILLIAM, Highfield, New Bradwell, Bucks, Signalman Northampton Pet June 19 Ord June 19
 PETERS, ALFRED, Copnor, Portsmouth, Tobaccoist Portsmouth Pet June 18 Ord June 18
 PONTRET, JOHN, Blackburn, Assistant Schoolmaster Blackburn Pet June 15 Ord June 15
 RADOLIFF, JAMES, Old Broad st High Court Pet March 23 Ord June 17
 RAFFETY, JAMES HENRY, Worthing, Dealer in Real Property Brighton Pet April 12 Ord June 18
 RAKUSIN, ISRAEL, Kingston upon Hull, Furniture Dealer Kingston upon Hull Pet May 30 Ord June 18
 RICHARDSON, LIONEL CHARLES, and RUDOLPH DOUGLAS RICHARDSON, Moss Side, Manchester, Builders Salford Pet June 17 Ord June 17
 RODGERS, REGINALD ARTHUR, Hove, Sussex, Solicitor Brighton Pet July 12, 1906 Ord Jan 23
 SATTERVAULT, WILLIAM, Witherslack, Westmorland, Farmer Kendal Pet June 19 Ord June 19
 SIMPSON, ROBERT ALEX, Burnley, Shipping Merchants Clerk Burnley Pet June 19 Ord June 19
 SINGER, M E, Jermyn st High Court Pet May 24 Ord June 17
 SOLLY, HENRY COZBY, Whitstable, Barge Owner Canterbury Pet June 17 Ord June 17
 SPEND, JOHN HUGHES, Hookley, Birmingham, Baker Birmingham Pet June 18 Ord June 18
 SPRING, HYMAN, Fyfield rd, Canonbury High Court Pet June 17 Ord June 17
 STAFFORD, CHARLES WALTER, Tipton, Electrical Engineer Dudley Pet June 15 Ord June 15
 WADE, ALEXANDER, Beckwith rd, Horse Hill High Court Pet May 29 Ord June 17
 WEBBER, ALBERT, Hunslet, Leeds, Confectioner Leeds Pet June 19 Ord June 19
 WHITFIELD, ARTHUR ROBERTSHAW, Barnsley, Upholsterer Barnsley Pet June 18 Ord June 18
 WIGGLESWORTH, GEORGE, Carnforth, Lancs, Confectioner Preston Pet June 17 Ord June 17
 WILLIAMS, WHITTERTON WATKINS, Reading, Engineer Reading Pet June 15 Ord June 15
 WILLIAMSON, MARY EDITH, Liverpool, Engineer Liverpool Pet May 17 Ord June 19

Amended notice substituted for that published in the London Gazette of June 7:

SPRYER, FRANK, Essex st, Strand, Clerk High Court Pet May 6 Ord May 30

Amended notice substituted for that published in the London Gazette of June 14:

JONES, HARRY ROWLAND, Walsall, Tailor Walsall Pet June 10 Ord June 10

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